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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92061236
Party	Defendant BR Consulting, Inc.
Correspondence Address	RAY K HARRIS FENNEMORE CRAIG 2394 EAST CAMELBACK ROAD, SUITE 600 PHOENIX, AZ 85012 UNITED STATES ip@fclaw.com, rharris@fclaw.com, mtollive@fclaw.com
Submission	Motion for Summary Judgment
Filer's Name	Ray K. Harris
Filer's e-mail	ip@fclaw.com
Signature	/Ray K. Harris/
Date	01/11/2016
Attachments	Motion for Summary Judgment.pdf(165423 bytes ) Exhibit A.pdf(126722 bytes ) Exhibit B.pdf(485661 bytes ) Exhibit C.pdf(491868 bytes ) Exhibit D.pdf(253453 bytes ) Exhibit E.pdf(104255 bytes ) Exhibit F.pdf(318827 bytes ) Exhibit G.pdf(1698897 bytes ) Exhibit H.pdf(139584 bytes ) Exhibit I.pdf(1510618 bytes ) Exhibit J.pdf(130641 bytes ) Exhibit K.pdf(113536 bytes ) Exhibit L.pdf(159948 bytes ) Exhibit M.pdf(1544388 bytes )

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**  
**BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

FWHG IP HOLDINGS LLC,

Petitioner

v.

BR CONSULTING, INC.

Registrant-Respondent

Cancellation No. 92061236

Mark: MAGO CAFÉ

Registration No. 3,810,357

Date of Issue: June 29, 2010

**MOTION FOR SUMMARY JUDGMENT**

Respondent, BR Consulting, Inc. moves for summary Judgment pursuant to Fed. R. Civ. P. 56 and 37 C.F.R. § 2.127

**Description of the Record**

This is a cancellation proceeding. Petitioner, FWHG IP Holding, LLC. was denied registration of the marks MAGO GRILL & CANTINA (Serial No. 86/155,433) and MAGO GRILL & CANTINA AND DESIGN (Serial No. 86/155,419) for restaurant and bar services. Petitioner then sought to cancel Registrant's trademark registration for MAGO CAFÉ (U.S. Registration No. 3,810,357). The parties have exchanged initial disclosures and written discovery. The discovery period closes January 14, 2016. The first testimony period begins on February 28, 2016.

**Statement of the Issue**

Did Registrant/Respondent BR Consulting, Inc. abandon the MAGO CAFÉ trademark?

## **Recitation of Facts**

1. Registrant/Respondent obtained trademark Registration No. 3,810,357 for the mark MAGO CAFÉ on June 29, 2010. The registered mark is for “restaurant and café services; catering services.” Petitioner has admitted U.S. Registration No. 3,810,357 for MAGO CAFÉ issued to registration on June 29, 2010 for restaurant and café services. See Exhibit A attached,

### **Petitioner’s Response to Requests for Admission No. 1 and 2.**

2. Registrant owns other marks containing the work MAGO, including: MAGO (US Registration No. 2,649,311) for “seminars in the field of mediation using techniques of breathwork and energy circulation;” and SEDONA MAGO HEALING CENTER (U.S. Registration No. 3,846,498) for services including yoga instruction and education. The additional trademark registrations owned by BR Consulting, Inc. are shown in Exhibit B attached.<sup>1</sup>

3. The MAGO CAFÉ is operated by STI NETWORK, INC, the Licensee, pursuant to a license agreement. See Exhibit C attached.<sup>2</sup>

4. STI NETWORK, INC previously operated MAGO CAFÉ under a lease agreement with HEALING FAMILY CENTER OF SEDONA, LLC. See Exhibit D attached.<sup>3</sup> The MAGO CAFÉ closed on August 31, 2012 because the chef returned to Korea. See Exhibit E attached,

**Respondent’s Answer to Interrogatory No. 1.** The restaurant services provided were reflected in the 2012 menu. See Exhibit F attached.<sup>4</sup> Use of the mark was corroborated by the signage for the previous MAGO CAFÉ. See Exhibit G attached.<sup>5</sup>

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<sup>1</sup> The list of trademarks was produced in Respondent’s Answer to Interrogatory No. 3 (BRC000396-401). The Interrogatory and answer are attached to Exhibit B.

<sup>2</sup> The license agreement was produced in Response to Petitioner’s Request for Production No.12 (BRC000385-395). The request and response are attached to Exhibit C.

<sup>3</sup> The Lease was attached to Respondent’s Initial Disclosure Statement (BRC000006-10) (copy attached to Exhibit D).

<sup>4</sup> The 2012 menu was produced in Response to Petitioner’s Request for Production No. 7 (BRC000380-384). The request and response are attached to Exhibit F.

<sup>5</sup> The 2012 signage was produced in Response to Petitioner’s Request for Production No. 19 (BRC000402). The request and response are attached to Exhibit G.

5. The MAGO CAFÉ reopened on August 1, 2015. See Exhibit E attached, **Respondent's Answer to Interrogatory No. 1**. The restaurant services provided are reflected in the 2015 menu. See Exhibit H attached.<sup>6</sup> Use of the mark is corroborated by the signage for the current MAGO CAFÉ. See Exhibit I attached.<sup>7</sup>

6. The lease agreement between HEALING FAMILY CENTER OF SEDONA, LLC. and STI NETWORK, INC. was corroborated by records of lease payments (see Exhibit J attached),<sup>8</sup> the business license (see Exhibit K attached)<sup>9</sup> and the Certificate of Occupancy (see Exhibit L attached).<sup>10</sup>

7. Restaurant equipment was retained during the hiatus to permit the restaurant to reopen. See Exhibit M attached.<sup>11</sup>

8. Petitioner admits it seeks cancellation of the MAGO CAFÉ mark “based on non-use and abandonment.” See Exhibit N attached, **Petitioner's Responses to Request for Admission 5, 6, and 7**. Petitioner has not produced any evidence supporting intent not to resume use of the MAGO CAFÉ mark.

### Argument

Abandonment of trademark use requires proof “use has been discontinued with intent not to resume such use.” 15 U.S.C. § 1127(1).<sup>12</sup> “Nonuse for three consecutive years shall be *prima*

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<sup>6</sup> The 2015 menu was produced in Response to Petitioner's Request for Production No. 7 (BRC000379). The request and response are attached to Exhibit H.

<sup>7</sup> The 2015 signage was produced in Response to Petitioner's Request for Production No. 19 (BRC000403). The request and response are attached to Exhibit I.

<sup>8</sup> The lease payment schedule was produced in Response to Petitioner's Requests for Production Nos. 12 and 13 (BRC000378). The requests and responses are attached to Exhibit J.

<sup>9</sup> The business license was produced in Response to Petitioner's Request for Production No. 25 (BRC000376). The request and response are attached to Exhibit K.

<sup>10</sup> The certificate of occupancy was produced in Response to Petitioner's Request for Production No. 25 (BRC000377). The request and response are attached to Exhibit L.

<sup>11</sup> Photos of the equipment were attached to Respondent's Initial Disclosure Statement (BRC000001-3) (copy attached to Exhibit M).



*facie* evidence of abandonment.” *Id.* Here, nonuse of MAGO CAFÉ from Sept 1, 2012 to August 1, 2015 was less than three years. Because Respondent has a certificate of registration for the MAGO CAFÉ mark, Respondent benefits from a presumption of trademark validity and the burden of proof is on the Petitioner seeking cancellation. 15 U.S.C. § 1057(b); *Cerveceria Centroamericana, S.A. v. Cerveceria India, Inc.*, 892 F.2d 1021, 1023-24 (Fed. Cir. 1989).<sup>13</sup>

Even non-use for more than three consecutive years—which did not occur here—creates only a rebuttable presumption of abandonment and does not shift the burden of persuasion to the trademark owner. *The Crash Dummy Movie, LLC v. Mattel, Inc.*, 601 F.3d 1387, 1391 (Fed. Cir. 2010); *On-Line Careline, Inc. v. Am. Online, Inc.*, 229 F.3d 1080, 1087 (Fed. Cir. 2000). A trademark owner can rebut a presumption of abandonment by showing valid reasons for non-use or intent to resume use of the mark. *Id.* Conduct after the three year period can be evidence of intent to resume use during the three year period. *The Crash Dummy Movie*, 601 F.3d at 1392.

There is no evidence that use of the mark MAGO CAFÉ ceased for more than a three year period. There is no evidence that there was intent not to resume use of the MAGO CAFÉ mark. To the contrary, use of the mark resumed within the three year period, the restaurant equipment was kept to enable resumption of business, and the necessary licenses were maintained.

Respondent had no intention at any point not to resume use of the MAGO CAFÉ mark. Petitioner

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<sup>12</sup> See also *Electro Source, LLC v. Brandess-Kalt-Aetna Group, Inc.*, 458 F.3d 931, 935 (9th Cir. 2006) (“The Lanham Act defines abandonment as (1) discontinuance of trademark use *and* (2) intent not to resume such use”)(emphasis in original).

<sup>13</sup> Under trademark law abandonment “is in the nature of forfeiture” and “must be strictly proved.” *Herb Reed Enterprises, LLC v. Florida Entertainment Management, Inc.*, 736 F.3d 1239, 1247 (9th Cir. 2013); *Saratoga Vichy Spring Co., Inc. v. Lehman*, 625 F.2d 1037, 1044 (2nd Cir. 1980). See 3 J. Thomas McCarthy, *McCarthy on Trademarks and Unfair Competition*, § 17.12 (4th ed. 2012)(the majority rule requires clear and convincing evidence, but the minority “preponderance of the evidence” rule applies in cancellation proceedings). Even if the lower preponderance of the evidence standard applies (*Cerveceria*, 892 F.2d at 1024), there is no evidence of intent to abandon in this case. See *FreecycleSunnyvale v. Free Cycle Network*, 626 F.3d 509, 514-15 (9th Cir. 2010).

has presented no evidence to the contrary; consequently, no genuine issue of material fact exists.

Summary judgment should be granted denying the Petition for Cancellation.

Respectfully submitted this 11<sup>th</sup> day of January, 2016.

By: /Ray K Harris/  
Ray K. Harris, Esq.  
Stacie K. Smith, Esq.  
Blake Atkinson, Esq.  
FENNEMORE CRAIG  
2394 East Camelback Road  
Suite 600  
Phoenix, AZ 85012  
Tel: (602) 916-5000  
Fax: (602) 619-5999  
email: ip@fclaw.com

Attorneys for Respondent

Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served via email to:

Boris Umansky  
Ladas & Parry LLP  
224 S. Michigan Avenue, Suite 1600  
Chicago, IL 60604  
bumansky@ladas.net

Respectfully submitted this 11<sup>th</sup> day of January, 2016.

/s/Kim Walker  
Kim Walker

**EXHIBIT**

**A**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

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ACTION \_\_\_\_\_

FWHG IP HOLDINGS LLC,	)	
	)	Cancellation No. 92061236
Petitioner,	)	
	)	Mark: MAGO CAFÉ
v.	)	
	)	Registration No. 3,810,357
BR CONSULTING, INC.	)	
	)	Date of Issue: June 29, 2010
Registrant-Respondent.	)	

**PETITIONER'S RESPONSES TO REQUESTS FOR ADMISSION**

Pursuant to Rule 36 of the Federal Rules of Civil Procedure, the Petitioner, FWHG IP Holdings LLC, herein responds and objects to the Registrant's REQUESTS FOR ADMISSION, Nos. 1 through 7 as follows:

**GENERAL OBJECTIONS**

1. The Petitioner objects to Registrant's Requests to the extent they purport to impose any duty on Petitioner inconsistent with, or beyond that specified in the Federal Rules of Civil Procedure. This objection is pertinent to each of the Registrant's Requests for Admissions.
2. The Petitioner objects to providing any information which is immune from discovery and may be protected from discovery by the attorney-client, work product, or other privilege.
3. The Petitioner objects to those Requests which refer to the application of legal principles to hypothetical facts or legal statements, on the basis that such Requests are argumentative in nature, often contain incomplete statements or statements out of context, contain multiple or conclusory statements, and are calculated to convey unfair inferences even if fairly answered or which otherwise would require undue analysis or explanation beyond that required under the Rules.

4. The Petitioner objects to those Requests which seek admissions relating to undefined terms as being vague, confusing, ambiguous and indefinite, and as not calculated to lead to admissible evidence.

5. The Petitioner objects to the compound form of those Requests which do not address a single discrete fact or issue and contain multiple elements, as being inconsistent with the Rules and exceeding the permissible scope of Federal Rule of Civil Procedure 36.

6. The Petitioner objects to the form of those Requests which lack specificity as to information sought which is not ascertainable merely by examination of the Request as being vague and indefinite concerning which specific document or piece of information Registrant is relying upon or what is being requested, such that the Petitioner has insufficient specific information to permit it to admit or deny the Request.

7. Petitioner further objects to the set of Requests where no time period is specified in the Requests or in searching records extending possibly back over many years, and the Requests, at times, would pertain to records accumulated over many years. In requesting the examination of such records, the Requests are further, at times, overly broad, burdensome and oppressive in applying to this virtually unlimited time period which would cause Petitioner to have to peruse virtually all corporate records. Some of the Requests are also irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. The Petitioner objects to the Requests to Admit insofar as they request admission of historical events, time periods and files for which the Petitioner either has no records or insufficient information which would permit it to admit or deny a particular Request or which otherwise requires an extensive search, analysis or explanation beyond that required under the Rules.

8. The Petitioner objects to those Requests where the Petitioner is required to consider unknown or unspecified information about the Registrant. Petitioner is only able to respond with

information known or reasonably available and must limit its admissions or denials based upon said information.

Petitioner reserves the right to change or supplement a response should it appear to be incomplete or incorrect, or if additional information should become available.

### **RESPONSES TO REQUESTS FOR ADMISSIONS**

**REQUEST FOR ADMISSION NO. 1:** Admit U.S. Registration No. 3,810,357 for MAGO CAFÉ issued to registration on June 29, 2010.

#### **Response to Request for Admission No. 1:**

Subject to and without waiving the General Objections, Petitioner states that, according to the USPTO's database records, U.S. Reg. No. 3810357 for MAGO CAFÉ was registered on June 29, 2010. Those records speak for themselves.

**REQUEST FOR ADMISSION NO. 2:** Admit U.S. Registration No. 3,810,357 for MAGO CAFÉ includes restaurant and café services in class 43.


#### **Response to Request for Admission No. 2:**

Subject to and without waiving the General Objections, Petitioner states that, according to the USPTO's database records, U.S. Reg. No. 3810357 for MAGO CAFÉ identifies "restaurant and café services; catering services" in Class 43. Those records speak for themselves.

**REQUEST FOR ADMISSION NO. 3:** Admit the application that lead to U.S. Registration No. 3,810,357 was filed November 5, 2009.

Respectfully submitted,

By:

  
One of Petitioner's attorneys

Boris Umansky  
Ladas & Parry LLP  
224 S. Michigan Avenue  
Suite 1600  
Chicago, IL 60604  
(312) 427-1300

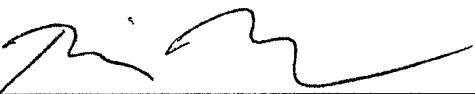
#### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of **PETITIONER'S RESPONSES TO REQUESTS FOR ADMISSION** has been served via First Class Mail, postage pre-paid, to:

Ray K. Harris, Esq.  
FENNEMORE CRAIG  
2394 East Camelback Road  
Suite 600  
Phoenix, AZ 85012

Respectfully submitted this 17<sup>th</sup> day of September, 2015.

By

  
Boris Umansky



**EXHIBIT**

**B**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

FWHG IP HOLDINGS LLC,

Petitioner,

v.

BR CONSULTING, INC.

Registrant-Respondent

Cancellation No. 92061236

Mark: MAGO CAFÉ

Registration No. 3,810,357

Date of Issue: June 29, 2010

**ANSWERS TO PETITIONER'S**

**FIRST SET OF INTERROGATORIES TO RESPONDENT**

Pursuant to Rule 33 of the Federal Rules of Civil Procedure and 37 C.F.R. § 2.120(a), Petitioner, FWHG IP Holdings LLC ("Petitioner" or "FWHG"), by its attorneys, requests that Respondent, BR Consulting, Inc. ("Respondent" or "BR"), answer the following interrogatories under oath within thirty (30) days hereof, subject to the following instructions and definitions.

**INSTRUCTIONS AND DEFINITIONS**

A. Pursuant to Fed. R. Civ. P. 26(e), these interrogatories shall be deemed to be continuing so that any additional information relating in any way to these interrogatories which Respondent acquires or which becomes known to Respondent, up to and including the time of trial, shall be furnished to Petitioner promptly after such information is acquired or becomes known.

B. Reference to the term "Petitioner" refers to FWHG IP Holdings LLC, its employees and agents, and all other persons acting on its behalf or under its direction or control, including its representatives or any person acting on their behalf, or the officers, directors, agents, employees, attorneys, sales representatives, or any person acting on behalf of any merged, consolidated or acquired predecessor, and the requested interrogatories shall be answered in conformance with such construction.

INTERROGATORY NO. 3

Identify any other business entity(ies) which fully or partly owns or controls Respondent's business and identify any other business entity(ies) which is fully or partly owned by Respondent.

**Answer:** BR Consulting owns intellectual property in addition to the MAGO CAFÉ trademark. A schedule is attached as Bates BRC000395-401. No business entity fully or partly owns or controls Respondent's business. Respondent respectfully objects to the interrogatory component requesting the identification of other business entities fully or partly owned by Respondent, as this line of questioning is not relevant and not reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORY NO. 4

Identify each person who had any responsibility for marketing, promotion, advertising or sale of products or services bearing the mark MAGO CAFÉ within the past five (5) years.

**Answer:** The café was operated by the Licensee.

INTERROGATORY NO. 5

Identify any period of discontinuance of use of the Respondent's mark MAGO CAFÉ on or in connection with any goods or services, since the date of first use of the mark, and identify all documents which refer or relate thereto.

**Answer:** See answer to Interrogatory No. 1.

INTERROGATORY NO. 6

Identify any and all plans for future use of the mark MAGO CAFÉ at any point in time, and identify all documents which refer or relate thereto.

**Answer:** See answer to Interrogatory No. 1. See Mago Café Business Plan (Bates BRC000365-375).

INTERROGATORY NO. 7

Identify all documents and facts which refer or relate to Respondent's basis for its factual and legal contentions as set forth in its Response to Petition for Cancellation for the Respondent's denial of abandonment of the mark MAGO CAFÉ.

**Answer: See Respondent's Initial Disclosures.**

INTERROGATORY NO. 8

Identify all agreements entered into with respect to the mark MAGO CAFÉ, including but not limited to any license agreements and lease agreements.

**Answer: See Respondent's Initial Disclosures.**

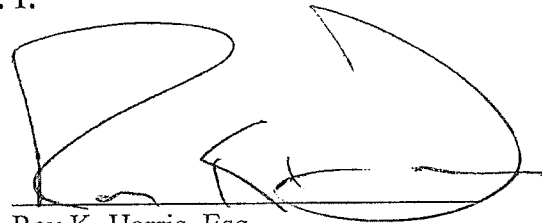
INTERROGATORY NO. 9

Identify all of your licensees, if any, with respect to the mark MAGO CAFÉ.

**Answer: See answer to Interrogatory No. 1.**

Dated this 9<sup>th</sup> day of September 2015.

By:



Ray K. Harris, Esq.  
Stacie K. Smith, Esq.  
Blake W. Atkinson, Esq.  
FENNEMORE CRAIG  
2394 East Camelback Road  
Suite 600  
Phoenix, AZ 85012  
Tel: (602) 916-5000  
Fax: (602) 619-5999  
email: [ip@fclaw.com](mailto:ip@fclaw.com)


Attorneys for Respondent

**Certificate of Service**

The undersigned hereby certifies that the original this paper has been mailed, via First Class Mail, to:

Boris Umansky  
Ladas & Parry LLP  
224 S. Michigan Avenue, Suite 1600  
Chicago, IL 60604

Respectfully submitted this 9<sup>th</sup> day of September, 2015.

  
\_\_\_\_\_  
Melody Tolliver.

### VERIFICATION

I, Joy J. Kim, on behalf of BR Consulting, Inc., hereby make the following declaration:

1. I am a duly appointed representative of BR Consulting, Inc., which is Defendant in Cancellation No. 92061236 before the Trademark Trial and Appeal Board of the United States Patent and Trademark Office; and

2. I have read the Answers to Petitioner's First Set of Interrogatories and the matters contained therein are true to the best of my knowledge, information and belief.

I declare under penalty of perjury that the foregoing is true and correct.

Dated this 4th day of September, 2015.



---

Joy J. Kim  
BR Consulting, Inc. Representative



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9	86318651	4681523	SUN INSTITUTE NEW JERSEY SCHOOL OF MASSAGE & INTEGRATIVE HEALTH	TSDR	LIVE
10	85169337	4572671		TSDR	LIVE
11	85839021	4355775	CHAKRA HEALING ARTS CENTER	TSDR	LIVE
12	85786748	4368014	MAGO	TSDR	LIVE
13	85605035		SEDONA SPIRIT	TSDR	DEAD
14	85604420	4263799	LIFEPARTICLE TV	TSDR	LIVE
15	85604417		LIFEPARTICLE TV	TSDR	DEAD
16	85286690	4176690	MIND SCREEN	TSDR	LIVE
17	85286684	4176689	LIFE PARTICLE	TSDR	LIVE
18	85286675	4463043	INFINITY BRAIN	TSDR	LIVE
19	85220848	4101219	IBREA BRAIN TESTS	TSDR	LIVE
20	85220180		IBREA BRAIN TESTS	TSDR	DEAD
21	85201732	4143677	BRAIN SCREEN	TSDR	LIVE
22	85025185	3873582	BRAIN MANAGEMENT CONSULTANT	TSDR	LIVE

23	85023051		EARTH CITIZEN	TSDR	DEAD
24	85019701	3870665	SPIRITUAL ACUPUNCTURE	TSDR	LIVE
25	85017680	4060855	EARTH CITIZEN	TSDR	LIVE
26	85015192	3870653	BRAINWORLD	TSDR	LIVE
27	85014054	3870651	SEDONA ORACLE	TSDR	LIVE
28	85014044	3950179	SENA	TSDR	LIVE
29	85014025	3956950	SENA	TSDR	LIVE
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32	78587961	3410389	HEALTH SMILE PEACE HSP	TSDR	LIVE
33	78858870	3500217	JUNG-CHOONG BREATHING	TSDR	LIVE
34	78931868	3464470	SUN INSTITUTE	TSDR	LIVE
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40	78650271	3141495	DAHN YOGA	TSDR	LIVE
41	78592257	3269455		TSDR	DEAD
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48	77866250	3810357	MAGO CAFÉ	TSDR	LIVE
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64	77305516	3632289	TAO YOGA	TSDR	LIVE
65	77066596	3499580	EC&C GROUP	TSDR	DEAD
66	77333107	3494285	BODY & BRAIN CENTER	TSDR	DEAD
67	77235831	3521891	BOS	TSDR	LIVE
68	77351747	3596063	BE FOR SUCCESSFUL AGING	TSDR	LIVE
69	77219253	3417310	JANGSAENG	TSDR	DEAD
70	77066802	3397171	ANSWER-WITHIN SYSTEM	TSDR	DEAD
71	77005669	3361289	WORLD DAHNMUDO ASSOCIATION	TSDR	DEAD
72	77066799	3503519	BRAIN MASTERING	TSDR	LIVE

73	77066792	3503518	BRAIN INTEGRATING	TSDR	LIVE
74	77066631	3494559	BRAIN REFRESHING	TSDR	LIVE
75	77066624	3494558	BRAIN VERSATILIZING	TSDR	LIVE
76	77066612	3494557	BRAIN SENSITIZING	TSDR	LIVE
77	77066807	3477289	POWERBRAIN	TSDR	LIVE
78	77062484	3451532	BRAIN EDUCATION	TSDR	LIVE
79	77024400	3456226	IBREA	TSDR	LIVE
80	77498545		BRAIN WAVE VIBRATION	TSDR	DEAD
81	77498537	3772482	BRAIN DAHN YOGA	TSDR	LIVE
82	77480143		CERTIFIED HSP INSTRUCTOR	TSDR	DEAD
83	77429578	3729198	SEDONA STORY	TSDR	LIVE
84	77391675		BNB BODY + BRAIN	TSDR	DEAD
85	77373154	3848216	BODY + BRAIN	TSDR	LIVE
86	77373133	3599767	BODY + BRAIN	TSDR	LIVE
87	77373118		BODY + BRAIN	TSDR	DEAD
88	77373086		BODY + BRAIN	TSDR	DEAD
89	77315066		BOS BRAIN USER MANUAL	TSDR	DEAD
90	77315061		BOS BRAIN USER GUIDE	TSDR	DEAD
91	77307344	3799987	BRAIN VIBRATION	TSDR	LIVE
92	77305523	3807514	TAO LIFE	TSDR	LIVE
93	77283420		CHUN BU KYUNG	TSDR	DEAD
94	77283411		CHUNJIKIUN CHUNJIMAUM	TSDR	DEAD
95	77283232	3807503	EARTH MANAGEMENT	TSDR	LIVE
96	77264957	3686661	BRAIN WINDOW	TSDR	LIVE
97	77261031	3686656	BRAIN OPERATING SYSTEM	TSDR	LIVE
98	77228572		BRAIN MANAGEMENT	TSDR	DEAD
99	77219291	3375841	POWERBRAIN EDUCATION	TSDR	LIVE
100	77218385		BEST 5 BRAIN EDUCATION SYSTEM TRAINING	TSDR	DEAD

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 Refine Search (br consulting)[OW] 

Current Search: S1: (br consulting)[OW] docs: 144 occ: 288

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
101	77137034		BRAIN SCREEN	TSDR	DEAD
102	77066332	3373627	POWERBRAIN	TSDR	LIVE
103	77063149	3599001	BEST 5 STEP	TSDR	LIVE
104	77062496	3451533	BRAIN EDUCATION SYSTEM TRAINING	TSDR	LIVE
105	77062469	3451531	BRAIN EDUCATION FOR ENHANCED LEARNING	TSDR	LIVE
106	77027452	3243449		TSDR	DEAD
107	77002617	3629228		TSDR	LIVE
108	77002606	3310440		TSDR	LIVE
109	76426884	2704497	POWERBRAIN	TSDR	LIVE
110	76366069	2649311	MAGO	TSDR	LIVE
111	76282040			TSDR	DEAD
112	76062362	2457280	ZENERCISE	TSDR	DEAD
113	76059467	2537835	JI-GAM EXERCISE	TSDR	LIVE
114	76059466	2537834	HANG-GONG	TSDR	LIVE
115	76059465	2484036	DAH-N-MU	TSDR	DEAD
116	76059464	2537833	UN-KI-SHIM GONG	TSDR	LIVE
117	76059463	2657324	DAH-N-JON BREATHING	TSDR	LIVE
118	76059462	2537832	HWAL-GONG	TSDR	LIVE
119	76059461	2565025	DO-IN EXERCISE	TSDR	LIVE
120	76059460	2657323	DAH-N-GONG	TSDR	LIVE
121	75913782	2429804	U-DAP	TSDR	DEAD
122	75913781	2489632	SHIM-SUNG TRAINING	TSDR	LIVE
123	75913780	2411604	MERIDIAN GYM	TSDR	LIVE
124	75913779	2411603	BRAIN FITNESS CENTER	TSDR	LIVE

125	75913778	2411602	BRAIN SCIENCE CENTER	TSDR	DEAD
126	75913777	2411601	BRAIN SCIENCE INSTITUTE	TSDR	DEAD
127	75913776	2411600	BRAIN HEALTH CENTER	TSDR	DEAD
128	75913775	2431407	GAE-HYOL	TSDR	DEAD
129	75829049	2381513	MORE THAN BODY	TSDR	LIVE
130	75829029	2397758	MEETING WITH THE CREATOR	TSDR	DEAD
131	75828981	2381512	INITIAL AWAKENING	TSDR	LIVE
132	75828980	2420308	DAHNNHAK	TSDR	DEAD
133	75828979	2387771	DAHNNHAK	TSDR	LIVE
134	75828978	2420307	DAHNNHAK	TSDR	DEAD
135	75828977	2450685	RE-INTEGRATION	TSDR	DEAD
136	75828976	2381511	READY FOR AWAKENING	TSDR	LIVE
137	75828975	2397757	ENLIGHTENED LEADERSHIP	TSDR	DEAD
138	75623429	2302228	NEW HUMAN SCHOOL	TSDR	LIVE
139	75564223	2352849	BRAIN RESPIRATION	TSDR	LIVE
140	75564222	2272395	BR	TSDR	LIVE
141	75564221	2363866		TSDR	LIVE
142	75564220	2370061		TSDR	LIVE
143	75465426	2282900	TAOROBICS	TSDR	LIVE
144	75223525	2125639	DAHNNHAK	TSDR	LIVE

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**EXHIBIT**

**C**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

FWHG IP HOLDINGS LLC,

Petitioner,

v.

BR CONSULTING, INC.

Registrant-Respondent

Cancellation No. 92061236

Mark: MAGO CAFÉ

Registration No. 3,810,357

Date of Issue: June 29, 2010

**RESPONSES TO PETITIONER'S**  
**FIRST SET OF REQUESTS FOR DOCUMENTS AND THINGS**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure and 37 C.F.R. § 2.120(a), Petitioner, FWHG IP Holdings LLC ("Petitioner" or "FWHG"), through its attorneys, hereby requests that Respondent, BR Consulting, Inc. ("Respondent" or "BR"), produce within thirty (30) days from the date of service hereof at the offices of Ladas & Parry, 224 South Michigan Avenue, Suite 1600, Chicago, IL 60604, or at another mutually agreeable location, and/or permit Petitioner, or someone acting on its behalf, to inspect and copy such of the following designated documents as are in Respondent's possession, custody or control.

**INSTRUCTIONS AND DEFINITIONS**

Petitioner adopts the Instructions and Definitions provided in "Petitioner's First Set Of Interrogatories" by reference, as if fully set forth herein.

**REQUESTS FOR DOCUMENTS AND THINGS**

Petitioner has been requested to produce the following documents and things:

1. All documents referring or relating to all sales of Respondent under the mark MAGO CAFÉ. within the last five (3) years.

9. Representative specimens of catalogs, mailing pieces, brochures, handbills, flyers, franchise offerings, marketing materials, menus, and other pieces of descriptive or promotional literature, directed at potential (or actual) customers, and relating to or describing goods or services identified by, or associated with the Respondent's mark MAGO CAFÉ.

**Response:** See 2012 Menu (Bates BRC000011); 2012 Online Materials (Bates BRC000012-31); 2015 Menu (Bates BRC000032); 2015 Online Materials (Bates BRC000033); and Menu Rack Card (Bates BRC000034).

10. All documents and things that relate to any investigation, market survey or other research regarding the use or abandonment of Respondent's mark MAGO CAFÉ in connection with the sale of Respondent's goods or services.

**Response:** See Business Plan Reference Materials (Bates BRC000057-364). These materials were used as general references during the writing of the Mago Café Business Plan (Bates BRC000365-375).

11. All documents which refer to or relate to Petitioner.

**Response:** No such documents exist in Respondent's possession other than the Petition for Cancellation and attached Exhibits.

12. All license agreements or other agreements relating to use of Respondent's mark MAGO CAFÉ, including, but not limited to, the license agreement between Respondent and STI Network Inc.

**Response:** Please see BRC and STI Network Inc. License Agreement (Bates BRC000385-395).

13. All documents that relate to the Lease Agreement and negotiation thereof between Healing Family Center of Sedona, LLC and STI Network, Inc. allegedly dated April 1, 2015 and attached to Respondent's Initial Disclosure Statement.

**Response:** No such documents exist other than a record of lease payments. See Lease Payment Records (Bates BRC000378).

14. Specimens showing the current use of the Respondent's mark MAGO CAFÉ for each product or service identified in any application or registration.

**Response:** See 2015 Menu (Bates BRC000032) and 2015 Online Materials (Bates BRC000033).

15. Specimens showing the use in 2014 of the Respondent's mark MAGO CAFÉ for each product or service identified in any application or registration.

**Response:** No such documents exist.

16. Specimens showing the use in 2013 of the Respondent's mark MAGO CAFE for each product or service identified in any application or registration.

**Response:** No such documents exist.

17. Specimens showing the use in 2012 of the Respondent's mark MAGO CAFÉ for each product or service identified in any application or registration.



27. Documents sufficient to show, by month and year, Respondent's use, if any, of the mark MAGO CAFÉ within three (3) years of the filing of the Petition for Cancellation.

**Response:** See response to Request No. 20.

28. All documents which Respondent may introduce into evidence within this proceeding referring or relating to the issue of non-abandonment of the mark MAGO CAFÉ.

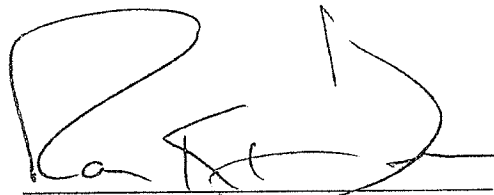
**Response:** See response to Request No. 23.

29. All documents not previously produced, but identified in response to PETITIONER'S FIRST SET OF INTERROGATORIES TO RESPONDENT or referred to for purposes of preparing a response to those Interrogatories.

**Response:** No further documents identified.

Dated this 9<sup>th</sup> day of September 2015.

By:



Ray K. Harris, Esq.  
Stacie K. Smith, Esq.  
Blake W. Atkinson, Esq.  
FENNEMORE CRAIG  
2394 East Camelback Road  
Suite 600  
Phoenix, AZ 85012  
Tel: (602) 916-5000  
Fax: (602) 619-5999  
email: [ip@fclaw.com](mailto:ip@fclaw.com)

Attorneys for Respondent

### **Certificate of Service**

The undersigned hereby certifies that the original of this paper has been mailed, via First Class Mail, to:

Boris Umansky  
Ladas & Parry LLP  
224 S. Michigan Avenue, Suite 1600  
Chicago, IL 60604

Respectfully submitted this 9<sup>th</sup> day of September, 2015.

  
\_\_\_\_\_  
Melody Tolliver

## **LICENSE AGREEMENT**

This license agreement ("Agreement") dated as of the 1st day of August, 2010 ("Effective Date"), is made by and between BR Consulting, Inc., a corporation duly organized under the laws of the state of New Jersey having a principal address at 1146 W. State Route 89A, Suite B, Sedona, AZ 86336, USA (hereinafter called "Licensor") and STI Network, Inc., a corporation duly organized under the laws of the state of Arizona having a principal address at 207 N. State Route 89A, Sedona AZ 86336 (hereinafter called "Licensee").

### **RECITALS**

WHEREAS, Licensor is the owner of all the intellectual property rights including, but not limited to, trademarks, copyrights, the list of which is shown in Exhibit A ("Licensed Materials"), and has the right to grant licenses to the Licensed Materials.

WHEREAS, Licensee is engaged in the business of providing services and products related to holistic health and wellness including, but not limited to, healthy food, healing services ("Business") and desires to use the Licensed Materials in connection with the goods and services approved by Licensor on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

### **I. GRANT OF RIGHTS**

1.1 Grant. Upon the terms and conditions hereinafter set forth, Licensor hereby grants to Licensee the non-exclusive rights to use the Licensed Materials in connection with operating Licensee's business in the Licensed Territory during the Term of this Agreement.

1.2 Licensed Territory. Licensed Territory means the authorized region, the United States. However, upon written approval by Licensor, Licensee may obtain the right to use or sublicense Licensed Materials in the geographical area outside the authorized region.

## **II. TERM**

The term of the Agreement hereby granted shall commence on the 1st day of August, 2010 and shall continue until the 31st day of July, 2020, unless sooner terminated in accordance with the provisions hereof. (the "Term") At the end of the Term, this license shall be automatically renewed for a one year term expiring on the 1st anniversary of the expiration of the original term, unless either party hereto shall be given written notice to the contrary at least thirty days prior to the expiration date. The automatic renewal shall apply to each renewed license term.

## **III. ROYALTIES**

3.1 In consideration for this license, Licensee agrees to pay to Licensor a royalty of three percent (3%) of the total sales of the Business for three years following the Effective Date.

3.2 Licensee shall pay the royalty specified in the preceding paragraph on a monthly basis. Each monthly royalty payment to Licensor shall be made within twenty five (25) days after the end of every month in a bank account designated or affirmed by Licensor. In case of written request by Licensee, the payment due date of the royalty can be extended by the Licensor.

3.3 If Licensee, without a reasonable written explanation, fails to pay the above royalty within five (5) days after the due date, Licensee shall pay a late payment charge on such unpaid amount at the rate of seventeen percent (17%) per annum or the maximum interest rate permitted by applicable law, whichever is lower.

3.4 At the time royalty payments are made by Licensee, Licensee shall also give Licensor a detailed written accounting of sales of Licensee's service by quarter in the form provided by Licensor.

3.5 Miscalculated payment of royalty, if any, shall be re-adjusted annually.

#### **IV. OWNERSHIP**

4.1 Licensee acknowledges Licensor's sole ownership and exclusive right to, title to and interest in the Licensed Materials.

4.2 Neither Licensee nor any of its employees, officers, directors, agents or subcontractors shall, during the term of this Agreement or at any time thereafter, directly or indirectly contest, or aid others in contesting, or do anything which might impair the value and validity of the Licensed Materials or the exclusive ownership thereof of Licensor.

4.3 Licensee must submit any modifications to the Licensed Materials to Licensor before the implementation of the modifications. Any modifications suggested by Licensee and accepted by Licensor and incorporated into the Licensed Materials shall become the intellectual property of Licensor.

#### **V. AUDIT**

5.1 Licensee shall maintain and retain complete and accurate books of account and records related to the service of the Licensee at Licensee's offices or the place specified by Licensor. Such records shall be available for inspection by Licensor or its authorized representatives at any reasonable time while this Agreement remains in effect and for a period of one (1) year thereafter. The right to inspect shall include the right to copy part or all of such books of account and records.

5.2 As part of the inspection of Licensee's books of account and records, Licensor shall have the right to have the books of account and records audited at its own expense, provided, however,

that if the audit reveals a payment deficiency in the amount owed to Licensor by Licensee under this Agreement of more than five percent (5%), Licensee shall immediately pay the payment deficiency and the cost of the audit and Licensor can impose an additional amount due as a result of the delay in payment, not exceeding ten thousand dollars (\$10,000).

## **VI. INFRINGEMENT**

Licensee agrees to promptly notify Licensor of (a) any unauthorized use of the Licensed Materials by third parties, and (b) any infringement or similar third party claims based on Licensee's use of the Licensed Materials, as soon as any such use or claim may come to Licensee's attention. Licensor shall have the sole right and discretion to take action to obtain relief from such unauthorized use or claim, and, at the request and expense of Licensor, Licensee agrees that it will cooperate with Licensor in any enforcement or defense action or effort which Licensor may take to protect or to defend its rights in the Licensed Materials and/or Licensee's right to use the Licensed Materials under this Agreement.

## **VII. TERMINATION OF AGREEMENT**

7.1. This Agreement, unless terminated as provided herein, shall remain in effect until the last day of the term of this Agreement.

7.2 Licensor may terminate this Agreement if the payment of license fee or royalty is delayed without a reasonable reason given exceeding the due date more than three (3) times or more than ninety (90) days past due.

7.3 Either party of this Agreement can terminate this Agreement with written notice ninety (90) days prior to termination of this Agreement when one or more of the following happens;

- A. When the Licensee or Licensor indicates it is likely not to honor this Agreement or when a check or promissory note, which is issued, endorsed, accepted or guaranteed by the Licensee or Licensor is dishonored;
- B. When the Licensee or Licensor is in reorganization, bankruptcy, or liquidation;

- C. When the Licensee or Licensors is in attachment, disposal, auction or arrears from the taxation result; or;
- D. When the Licensee or Licensors violates or defaults on any portion of this Agreement and fails to cure the violation within ninety (90) days after written notice.

7.4 Licensee may terminate this Agreement by giving ninety (90) days advance written notice of termination to Licensors and paying a termination fee of thirty thousand dollars (\$30,000). Upon termination, Licensee shall submit a final royalty report to Licensors and any royalty payments and expenses invoiced by Licensors shall become immediately payable.

7.5 In the event of termination of this Agreement, Licensee shall perform the following duties:

- A. Licensee shall return any Licensed Materials and confidential information received from Licensors contained in any drawn, written, printed, audio-recorded, filmed, photographed or in any other physical form which is in Licensee's possession or control, including all originals, copies, reprints, translations and samples thereof, within twenty (20) days after termination of the Agreement or written request, whichever is earlier.
- B. Except for completing work in process, Licensee shall immediately stop using any Licensed Materials.

7.6 Upon termination of this Agreement for any cause, Licensee shall not use, cause to permit to be used, the Licensed Materials in its business or the business of any other person, firm or company controlled by Licensee, and Licensee shall, at Licensors's request, take such action as may be necessary or appropriate to reflect its surrender of the right to use the Licensed Materials acquired by it under this Agreement.

## VIII. CONFIDENTIALITY

Either party shall maintain the confidentiality of any information of the other party that it may acquire through any transactional relationship with the other party and shall use such care as it uses in maintaining the confidentiality of its own secret information, but in no case less than a reasonable degree of care. Either party shall use confidential information of the other party only

to the extent, for the purpose and in the course of performing its obligations under this Agreement, except as required by applicable law or judgment.

## **IX. WARRANTIES**

9.1 LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED OR EXPRESS WARRANTIES AND MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MARKETABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE LICENSED MATERIALS. Further Licensor has made no investigation and makes no representation that the Licensed Materials do not infringe any third-party rights and are free from liability for intellectual property rights infringement.

9.2 IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR EXPECTED SAVINGS OR OTHER ECONOMIC LOSSES, OR FOR INJURY TO PERSONS OR PROPERTY) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, REGARDLESS WHETHER LICENSOR KNOWS OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusions and limitations shall apply to all claims and actions of any kind, whether based on contract, tort (including but not limited to negligence), or any other grounds.

## **X. INDEMNITIES**

10.1 Licensee acknowledges that using the Licensed Materials is solely in Licensee's discretion.

10.2 Licensee hereby shall indemnify, defend and hold harmless Licensor and its current or former directors, governing board members, trustees, officers, professional staff, employees, and agents and their respective successors, heirs and assigns from and against any claim, liability, cost, expense, damage, deficiency, loss or obligation of any kind or nature (including, without limitation, reasonable attorney's fees and other costs and expenses of litigation) based upon, arising out of, or otherwise relating to this Agreement, including without limitation any cause of



action relating to liability concerning any product or service made, used or sold pursuant to any right or license granted under this Agreement.

## **XI. NOTICES**

11.1 Any notices to be given hereunder shall be sufficient if signed by the party (or party's attorney) giving name and either (a) delivered in person, or (b) mailed by certified mail return receipt requested, or (c) faxed to other party if the sender has evidence of successful transmission and if the sender promptly sends the original by ordinary mail, in any event to the following addresses:

If to Licensee:

STI Network, Inc.

207 N. State Route 89A, Sedona, AZ 86336

Tel: 928-204-1047 / Fax: 928-634-9657

If to Licensor:

BR CONSULTING, INC.

1146 W. State Route 89A, Suite B, Sedona, AZ 86336

Tel: 928-204-5502 / Fax: 928-282-5371

11.2 By such notice either party may change their address for future notices. Notices delivered in person shall be deemed given on the date delivered. Notices sent by fax shall be deemed given on the date faxed. Notices mailed shall be deemed given on the date postmarked on the envelope.

## **XII. GOVERNING LAWS**

This Agreement shall be interpreted and construed according to, and governed by, the laws of the state of Arizona, USA excluding any such laws that might direct the application of the laws of another jurisdiction.

### **XIII. DISPUTE RESOLUTION**

13.1 In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement, which are not affected by the dispute.

13.2 In the event that the parties cannot by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement, which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to go to Mediation, including a description of the issues subject to the dispute and a proposed resolution thereof. If the dispute is not resolved within ninety (90) days of the notice, the dispute shall be submitted to binding arbitration in accordance with the arbitration provision of this Agreement.

13.3 Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

13.4 The award rendered by the arbitrator shall be final and binding on the parties. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

### **XIV. SEVERABILITY**

Should a court of competent jurisdiction later hold any provision of this Agreement to be invalid, illegal, or unenforceable, and such holding is not reversed on appeal, it shall be considered

severed from this Agreement. The other provisions, rights and obligations shall continue to be effective without regard to the severed provision.

#### **XV. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

#### **XVI. MODIFICATION AND WAIVER**

16.1 No waiver of any rights or breach of any provision of this Agreement will constitute a waiver of any other right or breach of any other provisions, or will it be deemed to be a general waiver of such provision by the waiving party or to sanction any subsequent breach by the other party.

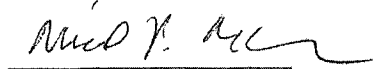
16.2 This Agreement may not be altered or modified except in writing, duly executed by an authorized representative of both parties.

#### **XVII. Non-Assignability**

Licensee shall not have the right to assign or transfer any of the rights granted herein, except upon the written consent of Licensor, which consent shall be given at the sole discretion of Licensor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

BR CONSULTING, INC.



Signature

Michael P. McCann

Name

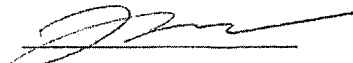
President

Title

8-1-10

Date

STI NETWORK, INC.



Signature

Ji Young Kong

Name

President

Title

8-1-2010

Date

## **Exhibit A**

### **The List of Trademarks**

<b>No</b>	<b>Description</b>
1	Sedona Story
2	Mago Café
3	Spiritual Acupuncture

### **The List of Programs**

<b>No</b>	<b>Description</b>
1	Spiritual Reading Program
2	Energy Healing Program
3	Spiritual Acupuncture Program

**EXHIBIT**

**D**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
**BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

FWHG IP HOLDINGS LLC,

Petitioner

v.

BR CONSULTING, INC.

Registrant-Respondent

Cancellation No. 92061236

Mark: MAGO CAFÉ

Registration No. 3,810,357

Date of Issue: June 29, 2010

Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202-3513  
Box: TTAB No Fee

**INITIAL DISCLOSURE STATEMENT**

Respondent, BR Consulting, Inc., submits the following initial disclosure pursuant to TBMP § 401.02 and Fed. R. Civ. P. 26(a).

**A. Individuals Likely to Have Discoverable Information**

1. Representative of Petitioner, FWHG IP Holdings LLC, with knowledge of:

- a. use of MAGO GRILL & CANTINA (Serial No. 86/155,433) or MAGO GRILL & CANTINA & Design (Serial No. 86/155,419) as a mark for restaurant and bar services and the target market (including targeted consumers and price points);
- b. any evidence of actual confusion with Respondent's MAGO CAFÉ mark; and

c. competitive uses of the word MAGO for related services.

2. Joy J. Kim, who has knowledge of the mark MAGO CAFÉ (Registration No. 3,810,357) and use of the mark by Respondent.

**B. Description of Documents and Things Applicant May Use to Support its Claims**

1. The prosecution history of U.S. Trademark Registration No. 3,810,357 for MAGO CAFÉ.

2. The contents of Petitioner's website.

3. The prosecution history of MAGO GRILL & CANTINA (Serial No. 86/155,433).

4. The prosecution history of MAGO GRILL & CANTINA & Design (Serial No. 86/155,419)

5. Sales records showing Respondent's operation under the MAGO CAFÉ mark will be produced subject to an appropriate protective order.

6. Sales records showing Petitioner's operation under the MAGO GRILL & CANTINA mark.

7. Photos or restaurant equipment used and intended to be used by Respondent for operation under the MAGO CAFÉ mark (BRC000001-3)

8. Liquor license issued June 6, 2008 (BRC000004)

9. Trade name certification for MAGO CAFÉ dated September 23, 2004 (BRC000005)

10. Lease Agreement dated April 1, 2015 (BRC000006-10)



**C. Computation of Damages**

Damages are not sought in this action.

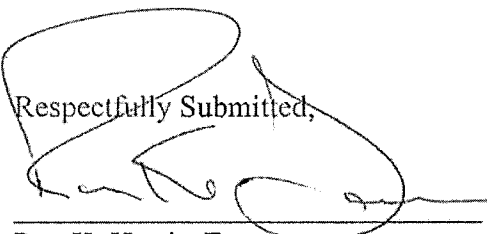
**D. Applicable Insurance**

None.

Dated this 24<sup>th</sup> day of July, 2015.

Respectfully Submitted,

By:



---

Ray K. Harris, Esq.  
FENNEMORE CRAIG  
2394 East Camelback Road  
Suite 600  
Phoenix, AZ 85012  
Tel: (602) 916-5000  
Fax: (602) 619-5999  
email: [ip@fclaw.com](mailto:ip@fclaw.com)


Attorneys for Respondent

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Initial Disclosure Statement was served via first-class mail to:

Boris Umansky  
Ladas & Parry LLP  
224 S. Michigan Avenue, Suite 1600  
Chicago, IL 60604

Dated this 24<sup>th</sup> day of July, 2015

  
Melody Tolliver

## LEASE AGREEMENT

This Lease Agreement (hereafter "Lease") is made by Healing Family Center of Sedona, LLC, an Arizona limited liability company with its principal place of business at 340 Jordan Road, Sedona, Arizona 86336 (hereafter "Landlord"), and STI Network, Inc., an Arizona corporation with its principal place of business at 207 N. State Route 89A, Sedona, AZ 86336 (hereafter "Tenant").

WHEREAS, Landlord is the owner of the premises known as 340 Jordan Road, Sedona, Arizona 86336 (hereafter "Premises");

WHEREAS, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, a portion of the Premises, subject to the terms and provisions herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the adequacy and sufficiency of which is hereby acknowledged, the parties hereby as follows:

1. **Leased Portion.** Landlord shall lease to Tenant, and Tenant shall lease from Landlord, a portion of the Premises, the octagonal room of the 1<sup>st</sup> floor, (hereafter "Leased Portion").

2. **Term of Lease.** The term of this Lease shall commence as of April 1, 2015 and shall continue for a period of 1 year unless sooner terminated pursuant to the terms of this Lease ("Term"). The Term shall be automatically extended for additional, consecutive 1 month periods, unless either Party gives the other Party written notice of termination at least 30 days prior to the expiration of the then current Term.

3. **Base Rent.** The Base Rent shall be \$1,000 per month.

4. **Improvements by Landlord.** Tenant accepts the Leased Portion in "as is" condition. Landlord need not provide any repairs or improvements before the Term begins.

5. **Improvements by Tenant.** Tenant may make alterations and improvements to the Leased Portion after obtaining the Landlord's written consent, which will not be unreasonably withheld. At any time before this

Lease ends, Tenant may remove any of Tenant's alterations and improvements, as long as Tenant repairs any damage caused by attaching the items to or removing them from the Leased Portion.

**6. Tenant's Use of Premises.** Tenant will use the Leased Portion for the following business purposes: Cafeteria purposes. Tenant may also use the Leased Portion for purposes reasonably related to the main use.

**7. Landlord's Representations.** Landlord represents that:

A. At the beginning of the Term, the Premises will be properly zoned for Tenant's stated use and, will be in compliance with all applicable laws and regulations.

B. The Premises have not been used for the storage or disposal of any toxic or hazardous substance and Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substance from the Premises.

**8. Utilities and Services.** The base rent includes the utilities and maintenance expenses for the Leased Portion.

**9. Maintenance and Repairs.** Tenant will clean and maintain the Leased Portion so that it will be kept in an attractive condition.

**10. Insurance.**

A. Landlord will carry fire and extended coverage insurance on the building.

B. Tenant, at Tenant's sole cost and expense, shall obtain and keep in full force and affect a commercial general liability and property damage policy with minimum liability amounts of One Million Dollars (\$1,000,000) per occurrence. Such policy will name Tenant as insurance with Landlord listed as additional insured.

B. Landlord and Tenant release each other from any liability to the other for any property loss, property damage, or personal injury to the extent covered by insurance carried by the party suffering the loss, damage, or injury.

**11. Taxes.**

A. Landlord will pay all real property taxes levied and assessed against the Premises.

B. Tenant will pay all personal property taxes levied and assessed against Tenant's personal property.

**12. Subletting and Assignment.** Tenant will not assign this Lease or sublet any part of the Leased Portion without the written consent of Landlord. Landlord will not unreasonably withhold such consent.

**13. Damage to Premises.**

A. If the Premises are damaged through fire or other cause not the fault of Tenant, Tenant will owe no rent for any period during which Tenant is substantially deprived of the use of the Leased Portion.

B. If Tenant is substantially deprived of the use of the Leased Portion for more than 90 days because of such damage; Tenant may terminate this Lease by delivering written notice of termination to Landlord.

**14. Notice of Default.** Before starting a legal action to recover possession of the Premises based on Tenant's default, Landlord will notify Tenant in writing of the default. Landlord will take legal action only if Tenant does not correct the default within ten days after written notice is given or mailed to Tenant.

**15. Quiet Enjoyment.** As long as Tenant is not in default under the terms of this Lease, Tenant will have the right to occupy the Leased Portion peacefully and without interference.

**16. Eminent Domain.** This Lease will become void if any part of the Premises are located are taken by Eminent Domain. Tenant has the right to receive and keep any amount of money that the agency taking the Premises by Eminent Domain pays for the value of Tenant's Lease, its loss of business, and for moving and relocation expenses.

**17. Entire Agreement.** This Lease is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

**18. Successors and Assignees.** This Lease binds and benefits the heirs, successors, and assignees of the parties.

**19. Notices.** All notices must be in writing. A notice may be delivered to a party at the address as set forth on the first page hereof or to a new address that a party designates in writing. A notice may be delivered:

- (1) in person,
- (2) by certified mail, or
- (3) by overnight carrier.

**20. Governing Law.** This Lease will be governed by and construed in accordance with the laws of the state of Arizona, without reference to conflict of law principles.

**21. Counterparts.** The parties may sign several identical counterparts of this Lease. Any fully signed counterpart shall be treated as an original.

**22. Modification.** This Lease may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

**23. Waiver.** If one party waives any term or provision of this Lease at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this Lease, that party retains the right to enforce that term or provision at a later time.

**24. Severability.** If any court determines that any provision of this Lease is invalid or unenforceable, any unenforceability or invalidity will affect only that provision and will not make any other provision of this Lease invalid or unenforceable and shall be modified,

amended, or limited only to the extent necessary to render it valid and enforceable.

LANDLORD: Healing Family Center of Sedona, LLC

Dated: 4-1-15

By: Michael McCann

Printed Name: Michael McCann

Title: President of the Member Company

TENANT: STI Network, Inc.

Dated: 4-1-2015

By: Jiyoung Kong

Printed Name: Jiyoung Kong

Title: President

**EXHIBIT**

**E**



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

FWHG IP HOLDINGS LLC,

Petitioner,

v.

BR CONSULTING, INC.

Registrant-Respondent

Cancellation No. 92061236

Mark: MAGO CAFÉ

Registration No. 3,810,357

Date of Issue: June 29, 2010

**ANSWERS TO PETITIONER'S**

**FIRST SET OF INTERROGATORIES TO RESPONDENT**

Pursuant to Rule 33 of the Federal Rules of Civil Procedure and 37 C.F.R. § 2.120(a), Petitioner, FWHG IP Holdings LLC ("Petitioner" or "FWHG"), by its attorneys, requests that Respondent, BR Consulting, Inc. ("Respondent" or "BR"), answer the following interrogatories under oath within thirty (30) days hereof, subject to the following instructions and definitions.

**INSTRUCTIONS AND DEFINITIONS**

A. Pursuant to Fed. R. Civ. P. 26(e), these interrogatories shall be deemed to be continuing so that any additional information relating in any way to these interrogatories which Respondent acquires or which becomes known to Respondent, up to and including the time of trial, shall be furnished to Petitioner promptly after such information is acquired or becomes known.

B. Reference to the term "Petitioner" refers to FWHG IP Holdings LLC, its employees and agents, and all other persons acting on its behalf or under its direction or control, including its representatives or any person acting on their behalf, or the officers, directors, agents, employees, attorneys, sales representatives, or any person acting on behalf of any merged, consolidated or acquired predecessor, and the requested interrogatories shall be answered in conformance with such construction.

M. The use of male, female or neutral gender in these interrogatories incorporates all genders and should not be construed to limit the information requested in any way. The use of the singular form of any word includes the plural and vice-versa.

### **INTERROGATORIES**

#### **INTERROGATORY NO. 1**

For all goods and services sold or distributed under the mark MAGO CAFÉ during the preceding five (5) years, identify: a) The type of product or service; b) The consumers thereof, including the nature or extent of any relationship that may exist with Respondent; c) The volume of sales in dollars; d) The number of units sold or distributed; e) The date of the sale or distribution; and f) All documents which refer or relate to this interrogatory answer.

**Answer: See 2012 Menu (Bates BRC000011-31). The Mago Café closed on August 31, 2012 when the chef returned to Korea. The Mago Café reopened on August 1, 2015. The customers are the general public and other businesses in the Sedona area for catering. Respondent is not a customer.**

**Respondent is attempting to obtain any additional documents in the possession of the operator STI Network Inc related to monthly sales reports and other metrics. These documents will be produced subsequently as soon as they are available.**

#### **INTERROGATORY NO. 2**

Describe the channels of trade by which Respondent's goods or services were sold or intended for sale under the mark MAGO CAFÉ, and identify all documents which refer or relate to this interrogatory answer.

**Answer: The Mago Café operates at a single retail location at 340 Jordan Road, Sedona, Arizona. Respondent has previously produced the lease related to this location.**

INTERROGATORY NO. 7

Identify all documents and facts which refer or relate to Respondent's basis for its factual and legal contentions as set forth in its Response to Petition for Cancellation for the Respondent's denial of abandonment of the mark MAGO CAFÉ.

**Answer: See Respondent's Initial Disclosures.**

INTERROGATORY NO. 8

Identify all agreements entered into with respect to the mark MAGO CAFÉ, including but not limited to any license agreements and lease agreements.

**Answer: See Respondent's Initial Disclosures.**

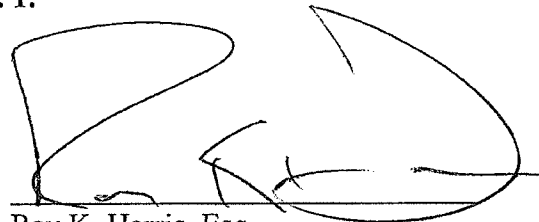
INTERROGATORY NO. 9

Identify all of your licensees, if any, with respect to the mark MAGO CAFÉ.

**Answer: See answer to Interrogatory No. 1.**

Dated this 9<sup>th</sup> day of September 2015.

By:

A large, stylized handwritten signature in black ink, appearing to be 'RKH' or similar, written over a horizontal line.

Ray K. Harris, Esq.  
Stacie K. Smith, Esq.  
Blake W. Atkinson, Esq.  
FENNEMORE CRAIG  
2394 East Camelback Road  
Suite 600  
Phoenix, AZ 85012  
Tel: (602) 916-5000  
Fax: (602) 619-5999  
email: [ip@fclaw.com](mailto:ip@fclaw.com)

Attorneys for Respondent

**EXHIBIT**

**F**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

FWHG IP HOLDINGS LLC,

Petitioner,

v.

BR CONSULTING, INC.

Registrant-Respondent

Cancellation No. 92061236

Mark: MAGO CAFÉ

Registration No. 3,810,357

Date of Issue: June 29, 2010

**RESPONSES TO PETITIONER'S  
FIRST SET OF REQUESTS FOR DOCUMENTS AND THINGS**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure and 37 C.F.R. § 2.120(a), Petitioner, FWHG IP Holdings LLC ("Petitioner" or "FWHG"), through its attorneys, hereby requests that Respondent, BR Consulting, Inc. ("Respondent" or "BR"), produce within thirty (30) days from the date of service hereof at the offices of Ladas & Parry, 224 South Michigan Avenue, Suite 1600, Chicago, IL 60604, or at another mutually agreeable location, and/or permit Petitioner, or someone acting on its behalf, to inspect and copy such of the following designated documents as are in Respondent's possession, custody or control.

**INSTRUCTIONS AND DEFINITIONS**

Petitioner adopts the Instructions and Definitions provided in "Petitioner's First Set Of Interrogatories" by reference, as if fully set forth herein.

**REQUESTS FOR DOCUMENTS AND THINGS**

Petitioner has been requested to produce the following documents and things:

1. All documents referring or relating to all sales of Respondent under the mark MAGO CAFÉ. within the last five (3) years.

6. Documents and things sufficient to determine the principal places of business of each parent, subsidiary or affiliate of Respondent's business.

**Response:** Respondent corporation has no parent entities. Respondent respectfully objects to the RFP component requesting the identification of other business subsidiaries or affiliates owned by or doing business with Respondent, as this line of questioning is not relevant and not reasonably calculated to lead to the discovery of admissible evidence.

7. A sample of each different good or service provided in connection with Respondent's mark MAGO CAFÉ that is or has been advertised, offered for sale, sold or distributed by Respondent or mock-up packaging or advertising for any goods or services for which the Respondent has an intent to use the mark MAGO CAFÉ in connection with any such goods or services.

**Response:** The 2012 Mago Café menu is attached to the answers to Interrogatories as Bates BRC000011-31. No goods or services have been sold or distributed by Respondent under the MAGO CAFÉ mark. Respondent intends to continue to operate the Mago Café through a licensee. See 2012 Menu (Bates BRC000011); 2012 Online Materials (Bates BRC000012-31); 2015 Menu (Bates BRC000032); and 2015 Online Materials (Bates BRC000033).

8. Representative specimens of each label, tag, placard, insert, stamp, packaging material, and the like, on which Respondent's mark MAGO CAFE, is, or at any time has been, used or is intended for such use.

**Response:** Mago Café has not been used on goods. No such documents exist.

27. Documents sufficient to show, by month and year, Respondent's use, if any, of the mark MAGO CAFÉ within three (3) years of the filing of the Petition for Cancellation.

**Response: See response to Request No. 20.**

28. All documents which Respondent may introduce into evidence within this proceeding referring or relating to the issue of non-abandonment of the mark MAGO CAFÉ.

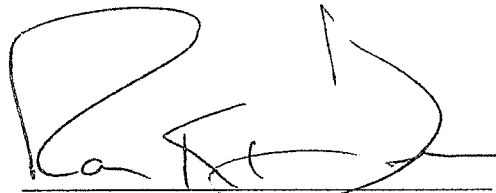
**Response: See response to Request No. 23.**

29. All documents not previously produced, but identified in response to PETITIONER'S FIRST SET OF INTERROGATORIES TO RESPONDENT or referred to for purposes of preparing a response to those Interrogatories.

**Response: No further documents identified.**

Dated this 9<sup>th</sup> day of September 2015.

By:



Ray K. Harris, Esq.  
Stacie K. Smith, Esq.  
Blake W. Atkinson, Esq.  
FENNEMORE CRAIG  
2394 East Camelback Road  
Suite 600  
Phoenix, AZ 85012  
Tel: (602) 916-5000  
Fax: (602) 619-5999  
email: [ip@fclaw.com](mailto:ip@fclaw.com)

Attorneys for Respondent

## **Appetizer**

**Steamed Vegetable Dumplings\*** 아채 찐만두 6.95: 8pcs \*\* No Meat \*\*

Filled with a tasty blend of bean sprouts, tofu, carrot, scallion, cabbage, leek and sweet potato vermicelli etc.

**Green Tea Rice Roll ( Kim-Bap) \*녹차 김밥** 8.95 \*\*Vegetarian Sushi\*\*

This colorful roll is filled with avocado, organic romaine heart, sauted carrot, roll of scrambled egg, sweet radish, shiitake mushroom & our special seasoned green tea rice.

**Raw Vegan Rice Roll** 8.95

Green tea rice with raw cucumber, raw carrot, raw yellow radish, avocado and organic romaine heart.

**Fresh Vegetable Spring Roll \*스프링롤** 7.95

Fresh organic romaine heart, carrot, cucumber, bean sprout, red cabbage, avocado, rice noodles and mint leaves wrapped with rice paper. Hoisin & sweet chili sauce on the side.

**Tofu and Kim-Chi** 7.95

Sauteed kim-chi on top of the pan grilled tofu with organic romaine heart salad on.

**Power Brain Chips** 5.95

House tuna salad with tortilla chips. Healthy body, happy heart, power brain yhea!

## **Children's Menu \$ 5.95**

**Sedona Gold Nuggets-**

6 piece tasty treasure of golden chicken nuggets

**Coyote Mac and Cheese-**

Will satisfy your desert traveling howling hunger.

·All children's menu items come with a choice of side: Vegetables or Tortilla chips.

## **SOUP**

**Korean Miso Soup** 맑은 된장국 2.95 **Extra Rice Bowl** (Brown or White) 2.50

Light Korean soy bean paste, soft tofu and scallion with house dashi. Refill \$1.00

**Chicken & Vegetable Porridge\*** (No Dairy) 닭죽 Small : 4.95/ Large : 7.95

There are many kinds of porridge in Korea, for temples, hospitals, houses, restaurants, etc. Here, we make chicken soup like Korean porridge. Chicken breast, vegetables and ground rice with chicken stock.

**Chicken & Vegetable Soup** ( No Dairy) 4.95

Chicken breast, broccoli, zucchini, peppers, onions.... With house chicken stock.

**Vegetarian Vegetable Soup** ( No Dairy, No Meat) 4.95

Potato, celery, zucchini, onion, water chestnut, baby corn and carrot with house vegetable stock.

## **Organic Green SALAD**

Home made Dressing: Cilantro Yogurt / Ginger Miso/ Sesame Soy Vinaigrette/ Balsamic Vinaigrette

**Wonderful Day Salad\*** 10.95

Caramelized pecan with balsamic vinegar, freshly cut orange, baked yam, dried cranberries, carrot, red cabbage, tossed organic greens. Fresh avocado on top. Your choice of dressing on the side.

**Chicken & Avocado** 11.95

Pan grilled chicken breast and fresh green avocado on a bed of organic greens with tomato and chips.

**Primavera Tuna & Organic Romaine Heart** 10.95 참치 샐러드

Crushed tuna tossed with lemon juice, capers, red onion, celery, egg, fresh pasely and extra virgin olive oil. Served with tomato, chips and on a bed of organic romaine heart.

**House Salad** 7.95 Chef choice fresh vegetables of daily.

## **SANDWICH**



Choice of Bread: 9-Grain , Sunflower Seed & Pumpkin Seed or Rustic Sour(all natural and hearth baked locally!)

Fixings: Organic romaine heart, tomato, red onion, sprouts and herb mayonnaise.

**Chicken Feta** 9.95 Pan grilled chicken breast and feta cheese with fixings.

**Roasted Beef : Bul-Go-Ki\*** 10.95 **Spicy Bul-Go-Ki** 11.95

Tender bul-go-ki (marinated rib-eye) with mushroom,swiss cheese, jalapeno and fixings.

**Cold Smoked Grilled Turkey Breast** 8.95 with fixings and swiss cheese.

**Raw Veggie & Veggie\*** 7.95 Add: Baked Yam \$1.00 Tofu \$ 2.00

Organic romaine heart, tomato, avocado, carrot, red onion, alfalfa sprouts, apple galla and mushroom.

**Tuna Melt\*** 9.95

House tuna salad touched herb mayonnaise with melted swiss cheese, sliced tomato and red onion on top.

**Red Rock Hot Tofu** 9.95

Pan grilled tofu with cayenne pepper, swiss cheese and fixings.

### **Lunch Specials \$7.95 - 4pm**

Served No 1-7 with your choice of a Small Organic Green Salad, Miso Soup or Chicken Vegetable Soup.

**1. Half Sandwich of your choice :**

Half Turkey, Half Tuna Melt or Half Raw Veggie Sandwich

**2. Half Mago Stir Fried Rice with Chicken or Tofu**

**3. Steamed Vegetable Dumplings**

**4. Green Tea Rice Roll**

**5. Raw Vegan Rice Roll**

**6. Large House Salad**

**7. Small- Chicken & Vegetable Porridge**

### **HEALING CHAKRA BOWL**

Served with Korean Miso Soup and your choice of Brown Rice or Steamed Rice.

NOTE:Our miso soup has a dashi base which is from anchovy & kelp stock,you can substitute a small house salad for the miso soup.

**Healing Chakra Bowl ( Sedona Bi-Bim-Bap ) \*** 세도나 비빔밥 11.95

Korean-style jambalaya of rice, assorted fresh vegetables, sauted vegetables, roasted seaweed and julliene egg pancake,organic greens with bibim chili sauce or bibim soy sauce on the side.

**Raw Veggie Healing Chakra Bowl** 생야채 비빔밥 10.95

Julliene of cucumber, red cabbage, carrot, organic spring mix, alfalfa sprout and pickled ginger and black & white sesame seed served over a bed of organic romaine heart. Served with bibim chili sauce or bibim soy sauce and your choice of rice on the side. Lettuce helps with a good night's sleep.

**15 Vegetables \*** 야채볶음 13.95 with fresh ginger, garlic sauce

Califlower,broccoli, green cabbage, carrot, bean sprout, grean bean,red cabbage, celery, yellow onion, green onion,zucchini,mushroom, red bell pepper stir fried with fresh ginger, garlic sauce.

**Volcano Vegetables ( spicy vegetables )** 매운 야채볶음 15.95

15 vegetables stir fried with flying moon sauce. Your choice of rice and organic green salad on the side.

**Mago Cafe Stir-fried Rice\*** 마고카페 볶음밥 9.95

Stir-fried broccoli, peppers, zucchini, 2 eggs, carrot, onion, your choice of rice and oregano.

**Bang Bang Kim-chi Rice\*** 김치 볶음밥 mild\* 10.95

Stir-fried kimchi , vegetables and egg with your choice of rice and roasted seaweed on top. BANG!

\*\* Kim-chi has been cited by Health Magazine as one of the world's five " Healthiest Foods."

**Curried Broccoli & Potato** 야채 카레밥 14.95

Korean-style yellow curry with broccoli,potato,onion,carrot,pineapple and zucchini with your choice of rice on the side.

## **BUL-GO-KI \***

Served with Korean Miso Soup, your choice of Brown Rice or Steamed Rice and Organic Green Salad.

**Bul-Go-Ki Plate**( Pan grilled Rib-eye) 불고기 16.95

Pan grilled thinly sliced rib-eye beef marinated in our home made special sauce with mushroom and onion.

**Spicy Bul-go-ki** (Rib-eye): 매운 불고기 add \$1.00 house chili sauce & scallion.

**Bul-Go-Ki Wrap- Ssam** 불고기쌈 17.95

The wrap consists of romaine heart, house pickled sweet radish, bul-go-ki, sliced garlic, chili & Korean wrap sauce-ssam jang. All the ingredients are served separately so you can put your wrap together. Rice on the side.

**Flying to The Moon**(Spicy chicken ) 매운 닭불고기 16.95 Add: Tiger Shrimp \$3.50

Chicken with smoky spicy Korean chili sauce, shiitake, broccoli and vegetables stir fry. Try it!!!

**Pop Pop Tofu** (Spicy tofu) 매운 두부볶음 14.95

Pan grilled tofu, broccoli, zucchini, shiitake and vegetables with flying moon sauce.

Spicy! Vortex energy will circulate in your body very well.

## **KIM-CHI (Kim-Chee)**

**Kim-Chi -Napa Cabbage Kimchi** ( Spicy ) 3.45 unlimited refill !!! **Kimchi sampler\*** 6.95

## **KOREAN STEW \***

Served with Organic Green Salad and your choice of Brown Rice or Steamed Rice.

**Tofu Doen-Jang Ghigae** 두부 된장찌개 14.95

Tofu cooked with zucchini, mushroom, onions, potatoes, house seasoned Korean soy-bean paste( Doen-Jang) and house dashi. Served bubbling in a clay bowl.

Korean soy-bean paste stew that is best described as " Revved-up" miso soup. The Korean soy-bean paste is stronger tasting and more fermented. We add garlic and ginger to turn-up the flavor and intensity.

**Soft Tofu Stew**( Spicy ) 야채 순두부 찌개 14.95 (Soon-Do-Bu Ghigae)

Crushed soft tofu cooked with house fresh garlic chili oil sauce, zucchini, onion, mushroom, scallion and house dashi.

Served bubbling in a clay bowl. \*\*\* Add: Raw Egg, Dried Seaweed \$ 0.50/ Seafood \$3.50

**Kimchi, Bacon and TOFU** 세도나 부대 찌개 ( Spicy ) 15.95

Simmered kimchi, bacon, ham, tofu with house chicken stock. Served in a simmering clay bowl.

**Vegetable Dumpling & Rice cake Soup** 떡만두국 15.95

Vegetable dumplings, rice cake, zucchini, onion, scallion and carrot cooked with house chicken stock. When served , at the last second a egg is dropped.

## **JEON \***

"JEON" is between pancake and pizza. It's very unique, a beautiful and delicious dish.

If you want crispy, Please ask your server. Served with jeon vegetable soy sauce. Please enjoy.

\* Gluten-free : Jeon rice flour extra \$1.50

**"Famous" Scallion & Seafood Jeon** 해물파전 13.95

Shrimp, scallion, onion, carrot, pepper, clam, octopus and squid pan fried with egg.

**Vegetable Jeon** 야채전 10.95

Shredded carrot, onion, zucchini, peppers and scallion pan fried with egg.

**Red Rock Patty ( Kimchi Jeon)** 김치전 10.95

Chopped kimchi, mixed vegetables and pan fried with egg.

## **NOODLE**

**Healing Chakra Noodle Bowl-1 \*** 12.95 spicy \*-Korean spicy sweet chili sauce on the side. 매운 비빔 쌀국수

**Healing Chakra Noodle Bowl-2** 12.95 Korean bibim noodle soy sauce on the side. 간장 비빔 쌀국수

Cold rice noodle mixed organic romaine heart, english cucumber, red cabbage, sauteed shiitake, carrot, sauteed zucchini, julienne egg pancake, sesamed seeds and sesame oil. Sauce on the side.

**15 Vegetables with Rice Noodle** \* 쌀국수 야채 볶음 14.95

Califlower, broccoli, green cabbage, carrot, bean sprout, green bean, red cabbage, celery, yellow onion, green onion, zucchini, mushroom, red bell pepper stir fried with fresh ginger, garlic sauce and rice noodle.

**Bul-Go- Ki Noodle Bowl** 16.95

Pan grilled house marinated beef rib-eye, broccoli, mushroom, green onion and yellow onion with rice noodle.

**Temple Vermicelli Delight (Jap-Chae)** 산사 잡채 \*dinner only 14.95

Assorted sauteed vegetables- broccoli, zucchini, carrot, onion, red bell pepper, house brewed woo-yeung (root vegetable) and sweet potato vermicelli stir fried. House roasted black sesame seed sprinkled on top.

**Spicy Shrimp & Seafood with Rice Noodle** \* 매운 해물볶음 17.95 (Spicy & Sweet)

Shrimp, octopus, clam, squid, broccoli, zucchini and vegetables stir fried rice noodle with fresh ginger sweet chili sauce. \*If you want only shrimp, we will charged extra \$3.50

\* Our chicken is all natural, antibiotic and hormone-free chicken.

## Sweet Sweets

**Homemade Bread Pudding** \* 4.95

Bites of bread soaked in a rich custard, topped with streusel and baked. Served warm with a port wine syrup and fresh made caramel.

\* "The bread pudding is off the chains! Never stop making" -memorable quotes from guest book

**Ice cream with Warm bread pudding** \* 6.50

**Starwberry Sorbet** 5.00/ 2 scoops\_ Dairy free & locally made

**Vanilla Bean Ice cream** 4.50/ 2 scoops

On honey with sweet red beans (adzuki bean). 단팥이 곁들여진 바닐라 아이스크림

**Green Tea Ice Cream** \* 4.50/ 2 scoops 녹차와 생강차와 함께

On honey with honey ginger tea and green tea leaf on top.

**Korean Traditional Sweet Rice Cake** 약밥 4.95 (Dairy & Flour Free)

Rich, steamed sweet rice with pinenut, Korean date, cranberry, sweet chestnut and home made Korean brown sugar sauce.

## Korean Tea \* 3.25 (Caffeine-Free)

**Korean Ginseng Tea** 인삼차

Said to reduce fatigue, promote metabolism and strengthen the liver.

**Citron Tea** \* 유자차 Iced Citron Tea 3.50

This refreshing tea is made with thinly sliced citron pieces & sweetened with honey. Citron contains three times as much Vitamin C as lemon and is good for colds. It is also great for complexion and helps release toxins from the body.

**Ginger & Honey Tea** \* 생강차

Spicy sweet ginger tea helps improve digestion and calm a nervous stomach. Also soothing for sore throats & coughs.

**Yul-mu Tea** \* 울무차

Made with crushed Yul Mu (adley) grain and natural sweetener, Yul Mu tea is a great energizer with many antiviral properties. Also said to help with muscle spasm, and cancer prevention.

**House Special Iced Tea "Mago Spice Tea"**- Iced sweet cinnamon & ginger tea 수정과 4.95

Cinnamon and ginger are both universal ingredients used in most cultures. This tea embodies Mago's love. A traditional Korean tea, Mago Spice Tea is brewed with cinnamon and ginger and served chilled, with just the right amount of brown sugar.

Although this tea is served chilled, it warms your body from the inside, aids digestion, and can help prevent anemia. It also helps regularize the ki energy of the liver and lungs.

## **Herbal Tea**

**Organic Jasmine Tea\*** 자스민차 3.75

A very fragrant and flavorful tea that is very low in caffeine.

**Organic Green Tea** 녹차 3.25

A loose leaf tea that is an excellent source of vitamins E & C. Green tea has been said to reduce cholesterol, said to reduce high blood pressure, and said to help cancer.

**Organic Black Tea** 3.25

## **Smoothies** 16oz

**Strawberry Tropic** 딸기, 바나나 4.95

Fresh strawberries, fresh bananas, orange juice, organic soymilk, stevia and ice.

**RedRock Power** 레드락 파워 5.25

Sweet red bean (adzuki bean), ginseng, organic soymilk and ice.

**Cinnamon & Ginger Dream \*** (No Ice) 5.25

Apple, banana, cinnamon, fresh ginger, organic soy milk and stevia or honey ..

Add: Powerful Ginseng 0.75

## **Beer**

Sedona Oak Creek Amber Ale, Sedona Oak Creek Nut Brown 3.75

Sedona Oak Creek Hefeweizen (seasonal) 3.75

OB or Hite (Korean beer) 4.00

# EXHIBIT

# G

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

FWHG IP HOLDINGS LLC,

Petitioner,

v.

BR CONSULTING, INC.

Registrant-Respondent

Cancellation No. 92061236

Mark: MAGO CAFÉ

Registration No. 3,810,357

Date of Issue: June 29, 2010

**RESPONSES TO PETITIONER'S**  
**FIRST SET OF REQUESTS FOR DOCUMENTS AND THINGS**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure and 37 C.F.R. § 2.120(a), Petitioner, FWHG IP Holdings LLC ("Petitioner" or "FWHG"), through its attorneys, hereby requests that Respondent, BR Consulting, Inc. ("Respondent" or "BR"), produce within thirty (30) days from the date of service hereof at the offices of Ladas & Parry, 224 South Michigan Avenue, Suite 1600, Chicago, IL 60604, or at another mutually agreeable location, and/or permit Petitioner, or someone acting on its behalf, to inspect and copy such of the following designated documents as are in Respondent's possession, custody or control.

**INSTRUCTIONS AND DEFINITIONS**

Petitioner adopts the Instructions and Definitions provided in "Petitioner's First Set Of Interrogatories" by reference, as if fully set forth herein.

**REQUESTS FOR DOCUMENTS AND THINGS**

Petitioner has been requested to produce the following documents and things:

1. All documents referring or relating to all sales of Respondent under the mark MAGO CAFÉ, within the last five (3) years.

**Response:** See 2012 Menu (Bates BRC000011) and 2012 Online Materials (Bates BRC000012-31).

18. Specimens showing the use in 2011 of the Respondent's mark MAGO CAFE for each product or service identified in any application or registration.

**Response:** See answer to Interrogatory No. 1.

19. Documents describing or illustrating the past and present trade and advertising channels for any goods or services sold or intended for sale by Respondent or by any person(s) acting or purporting to act for or on behalf of Respondent, bearing or intended to be bearing Respondent's mark MAGO CAFÉ.

**Response:** See Previous Mago Café Sign (Bates BRC000402) and Current Mago Café Sign (Bates BRC000403).

20. For the last five (5) years, documents sufficient to show the volume of goods or services sold on a monthly basis (in both unit sales and dollar volume) for each product or service bearing the Respondent's mark MAGO CAFÉ.

**Response:** See answer to Interrogatory No. 1.

21. All documents and things that relate to Respondent's first awareness of Petitioner.

**Response:** Respondent was not aware of Petitioner until receipt of the Petition for Cancellation. See response to Request No. 11 above.

27. Documents sufficient to show, by month and year, Respondent's use, if any, of the mark MAGO CAFÉ within three (3) years of the filing of the Petition for Cancellation.

**Response: See response to Request No. 20.**

28. All documents which Respondent may introduce into evidence within this proceeding referring or relating to the issue of non-abandonment of the mark MAGO CAFÉ.

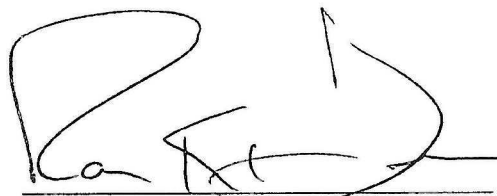
**Response: See response to Request No. 23.**

29. All documents not previously produced, but identified in response to PETITIONER'S FIRST SET OF INTERROGATORIES TO RESPONDENT or referred to for purposes of preparing a response to those Interrogatories.

**Response: No further documents identified.**

Dated this 9<sup>th</sup> day of September 2015.

By:



Ray K. Harris, Esq.  
Stacie K. Smith, Esq.  
Blake W. Atkinson, Esq.  
FENNEMORE CRAIG  
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Suite 600  
Phoenix, AZ 85012  
Tel: (602) 916-5000  
Fax: (602) 619-5999  
email: [ip@fclaw.com](mailto:ip@fclaw.com)

Attorneys for Respondent





BRC000402

**EXHIBIT**

**H**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

FWHG IP HOLDINGS LLC,

Petitioner,

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Registrant-Respondent

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**INSTRUCTIONS AND DEFINITIONS**

Petitioner adopts the Instructions and Definitions provided in "Petitioner's First Set Of Interrogatories" by reference, as if fully set forth herein.

**REQUESTS FOR DOCUMENTS AND THINGS**

Petitioner has been requested to produce the following documents and things:

1. All documents referring or relating to all sales of Respondent under the mark MAGO CAFÉ, within the last five (3) years.

6. Documents and things sufficient to determine the principal places of business of each parent, subsidiary or affiliate of Respondent's business.

**Response:** Respondent corporation has no parent entities. Respondent respectfully objects to the RFP component requesting the identification of other business subsidiaries or affiliates owned by or doing business with Respondent, as this line of questioning is not relevant and not reasonably calculated to lead to the discovery of admissible evidence.

7. A sample of each different good or service provided in connection with Respondent's mark MAGO CAFÉ that is or has been advertised, offered for sale, sold or distributed by Respondent or mock-up packaging or advertising for any goods or services for which the Respondent has an intent to use the mark MAGO CAFÉ in connection with any such goods or services.

**Response:** The 2012 Mago Café menu is attached to the answers to Interrogatories as Bates BRC000011-31. No goods or services have been sold or distributed by Respondent under the MAGO CAFÉ mark. Respondent intends to continue to operate the Mago Café through a licensee. See 2012 Menu (Bates BRC000011); 2012 Online Materials (Bates BRC000012-31); 2015 Menu (Bates BRC000032); and 2015 Online Materials (Bates BRC000033).

8. Representative specimens of each label, tag, placard, insert, stamp, packaging material, and the like, on which Respondent's mark MAGO CAFE, is, or at any time has been, used or is intended for such use.

**Response:** Mago Café has not been used on goods. No such documents exist.

27. Documents sufficient to show, by month and year, Respondent's use, if any, of the mark MAGO CAFÉ within three (3) years of the filing of the Petition for Cancellation.

**Response: See response to Request No. 20.**

28. All documents which Respondent may introduce into evidence within this proceeding referring or relating to the issue of non-abandonment of the mark MAGO CAFÉ.

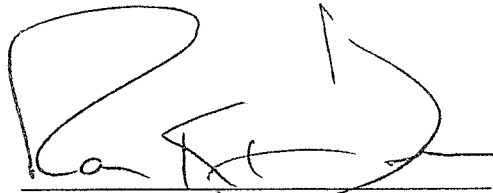
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**Response: No further documents identified.**

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By:



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Fax: (602) 619-5999  
email: [ip@fclaw.com](mailto:ip@fclaw.com)

Attorneys for Respondent

## Mago Café Menu

Category	Name	Price including Sales Tax (9.9%)
Tea Boxes	Angelica Root Box	\$15
	Bitter Gourd Box	\$12
	Brown Box Red Ginseng / Jeju Orange Peel	\$40
	ChunChuHao Box	\$10
	Orange Box Blended Tea Light Herb	\$20
	Perilla Frutescens Box	\$15
	Pink Box Blended Tea Series Tea for Day	\$20
	Quince, Natural Box	\$15
	Still Tea Box	\$12
	Tangerine Peel Tea Box, Organic	\$15
	White Box Omniherb Tea Story from Nature	\$20
Tea Pouches	Jeju Organic Orange Peel Pouches	\$20
	Omniherb Individual Tea Bags	\$3
	Perilla Frutescens in Standing Pouch	\$20
	Silver Tea Pouches for Dry Bodies - Jo	\$7
	Silver Tea Pouches for Heavy Bodies - Seup	\$7
	Silver Tea Pouches for Hot Bodies - Yeol	\$7
	Tangerine Peel in Standing Pouch, Organic	\$20
Bakery	Cookie	\$2
	Muffin or Scone	\$3
	Other Bakery Item	\$4
Beverages	Black, Green, Korea Tea (Other than Omniherb)	\$2
	Bottled Water	\$1
	Coffee	\$2
	Regular Soda	\$1
	Sparkling Beverage	\$3
	Special Tea: Ginseng, Other	\$3
Other	Hwangchil Incense	\$38
	Hwangchil Tea Cannister	\$145
	Tea Cup	\$15
	Tea Set	\$45
Yoga Brunch	Yoga Brunch	\$5

**EXHIBIT**

**I**



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Petitioner,

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BR CONSULTING, INC.

Registrant-Respondent

Cancellation No. 92061236

Mark: MAGO CAFÉ

Registration No. 3,810,357

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**REQUESTS FOR DOCUMENTS AND THINGS**

Petitioner has been requested to produce the following documents and things:

1. All documents referring or relating to all sales of Respondent under the mark MAGO CAFÉ, within the last five (3) years.



**Response:** See 2012 Menu (Bates BRC000011) and 2012 Online Materials (Bates BRC000012-31).

18. Specimens showing the use in 2011 of the Respondent's mark MAGO CAFE for each product or service identified in any application or registration.

**Response:** See answer to Interrogatory No. 1.

19. Documents describing or illustrating the past and present trade and advertising channels for any goods or services sold or intended for sale by Respondent or by any person(s) acting or purporting to act for or on behalf of Respondent, bearing or intended to be bearing Respondent's mark MAGO CAFÉ.

**Response:** See Previous Mago Café Sign (Bates BRC000402) and Current Mago Café Sign (Bates BRC000403).

20. For the last five (5) years, documents sufficient to show the volume of goods or services sold on a monthly basis (in both unit sales and dollar volume) for each product or service bearing the Respondent's mark MAGO CAFÉ.

**Response:** See answer to Interrogatory No. 1.

21. All documents and things that relate to Respondent's first awareness of Petitioner.

**Response:** Respondent was not aware of Petitioner until receipt of the Petition for Cancellation. See response to Request No. 11 above.

27. Documents sufficient to show, by month and year, Respondent's use, if any, of the mark MAGO CAFÉ within three (3) years of the filing of the Petition for Cancellation.

**Response:** See response to Request No. 20.

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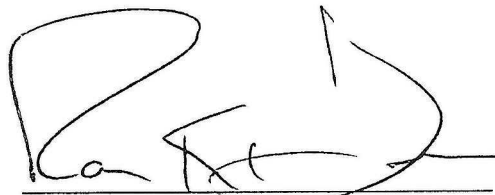
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**Response:** No further documents identified.

Dated this 9<sup>th</sup> day of September 2015.

By:



Ray K. Harris, Esq.  
Stacie K. Smith, Esq.  
Blake W. Atkinson, Esq.  
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email: [ip@fclaw.com](mailto:ip@fclaw.com)

Attorneys for Respondent



**EXHIBIT**

**J**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

FWHG IP HOLDINGS LLC,

Petitioner,

v.

BR CONSULTING, INC.

Registrant-Respondent

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Petitioner adopts the Instructions and Definitions provided in "Petitioner's First Set Of Interrogatories" by reference, as if fully set forth herein.

**REQUESTS FOR DOCUMENTS AND THINGS**

Petitioner has been requested to produce the following documents and things:

1. All documents referring or relating to all sales of Respondent under the mark MAGO CAFÉ. within the last five (3) years.

9. Representative specimens of catalogs, mailing pieces, brochures, handbills, flyers, franchise offerings, marketing materials, menus, and other pieces of descriptive or promotional literature, directed at potential (or actual) customers, and relating to or describing goods or services identified by, or associated with the Respondent's mark MAGO CAFÉ.

**Response: See 2012 Menu (Bates BRC000011); 2012 Online Materials (Bates BRC000012-31); 2015 Menu (Bates BRC000032); 2015 Online Materials (Bates BRC000033); and Menu Rack Card (Bates BRC000034).**

10. All documents and things that relate to any investigation, market survey or other research regarding the use or abandonment of Respondent's mark MAGO CAFÉ in connection with the sale of Respondent's goods or services.

**Response: See Business Plan Reference Materials (Bates BRC000057-364). These materials were used as general references during the writing of the Mago Café Business Plan (Bates BRC000365-375).**

11. All documents which refer to or relate to Petitioner.

**Response: No such documents exist in Respondent's possession other than the Petition for Cancellation and attached Exhibits.**

12. All license agreements or other agreements relating to use of Respondent's mark MAGO CAFÉ, including, but not limited to, the license agreement between Respondent and STI Network Inc.

**Response:** Please see BRC and STI Network Inc. License Agreement (Bates BRC000385-395).

13. All documents that relate to the Lease Agreement and negotiation thereof between Healing Family Center of Sedona, LLC and STI Network, Inc. allegedly dated April 1, 2015 and attached to Respondent's Initial Disclosure Statement.

**Response:** No such documents exist other than a record of lease payments. See Lease Payment Records (Bates BRC000378).

14. Specimens showing the current use of the Respondent's mark MAGO CAFÉ for each product or service identified in any application or registration.

**Response:** See 2015 Menu (Bates BRC000032) and 2015 Online Materials (Bates BRC000033).

15. Specimens showing the use in 2014 of the Respondent's mark MAGO CAFÉ for each product or service identified in any application or registration.

**Response:** No such documents exist.

16. Specimens showing the use in 2013 of the Respondent's mark MAGO CAFE for each product or service identified in any application or registration.

**Response:** No such documents exist.

17. Specimens showing the use in 2012 of the Respondent's mark MAGO CAFÉ for each product or service identified in any application or registration.

27. Documents sufficient to show, by month and year, Respondent's use, if any, of the mark MAGO CAFÉ within three (3) years of the filing of the Petition for Cancellation.

**Response:** See response to Request No. 20.

28. All documents which Respondent may introduce into evidence within this proceeding referring or relating to the issue of non-abandonment of the mark MAGO CAFÉ.

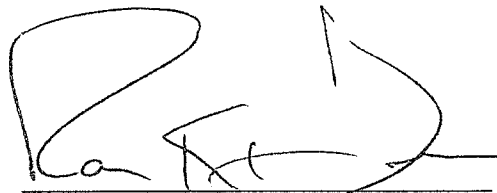
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**Response:** No further documents identified.

Dated this 9<sup>th</sup> day of September 2015.

By:



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Attorneys for Respondent



1:56 PM  
08/28/15  
Accrual Basis

STI Network, Inc. dba Mago Cafe  
Transaction Detail By Account  
January through August 2015

Type	Date	Num	Name	Memo	Class	Cir	Split	Debit	Credit	Balance	Check #	Date
0620000 - Rent Expense												
0620003 - Building Rent												
Bill	04/01/2015	659	Healing Family Center of Sedona	April	Cafe		0210001 - Accounts Payable	1,000.00		1,000.00	4354	4/1/2015
Bill	05/01/2015	660	Healing Family Center of Sedona	May	Cafe		0210001 - Accounts Payable	1,000.00		2,000.00	4355	5/1/2015
Bill	06/01/2015	661	Healing Family Center of Sedona	June	Cafe		0210001 - Accounts Payable	1,000.00		3,000.00	4356	6/1/2015
Bill	07/01/2015	July 15 Rent	Healing Family Center of Sedona	July	Cafe		0210001 - Accounts Payable	1,000.00		4,000.00	4381	7/9/2015
Bill	08/01/2015	AUG15 Rent	Healing Family Center of Sedona	Aug	Cafe		0210001 - Accounts Payable	1,000.00		5,000.00	4409	8/3/2015
Total 0620003 - Building Rent								5,000.00	0.00	5,000.00		
Total 0620000 - Rent Expense								5,000.00	0.00	5,000.00		
TOTAL								5,000.00	0.00	5,000.00		

**EXHIBIT**

**K**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
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Petitioner,

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**REQUESTS FOR DOCUMENTS AND THINGS**

Petitioner has been requested to produce the following documents and things:

1. All documents referring or relating to all sales of Respondent under the mark MAGO CAFÉ, within the last five (3) years.

22. For the last five (5) years, documents sufficient to show Respondent's advertising expenditures for goods or services in connection with Respondent's mark MAGO CAFÉ.

**Response: Respondent did not advertise the Mago Café operated by the licensee.**

23. All documents and things upon which Respondent intends to rely or place in evidence during the testimony periods of this proceeding.

**Response: See all documents produced by Respondent to date. Respondent may additionally rely on documents be produced by either party in the future.**

24. All documents and things which refer or relate to any licensing or prospective licensing of the trademark MAGO CAFÉ by the Respondent.

**Response: See answer to Interrogatory No. 1.**

25. All documents which refer or relate to Respondent's basis for its denial of abandonment in Respondent's Response to Petition for Cancellation filed on June 4, 2015.

**Response: See Initial Disclosure and answer to Interrogatory No. 1.**

**In addition, see Business License (Bates BRC000375); Certificate of Occupancy (Bates BRC000377); and Current and Previous Mago Café Photos (Bates BRC000035-56).**

26. All documents which refer or relate to Respondent's use, if any, of the mark MAGO CAFE. within three (3) years of the filing of the Petition for Cancellation.

**Response: See response to Request No. 25.**

27. Documents sufficient to show, by month and year, Respondent's use, if any, of the mark MAGO CAFÉ within three (3) years of the filing of the Petition for Cancellation.

**Response: See response to Request No. 20.**

28. All documents which Respondent may introduce into evidence within this proceeding referring or relating to the issue of non-abandonment of the mark MAGO CAFÉ.

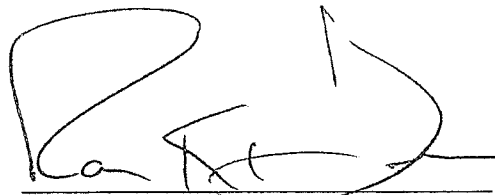
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**Response: No further documents identified.**

Dated this 9<sup>th</sup> day of September 2015.

By:



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email: [ip@fclaw.com](mailto:ip@fclaw.com)

Attorneys for Respondent

# CITY OF SEDONA

## 2015 BUSINESS LICENSE

***THIS LICENSE EXPIRES DECEMBER 31, 2015***

**MAILED TO:**

STI NETWORK INC  
PO BOX 2155  
SEDONA AZ 86339-2155

**CUSTOMER NO:** 044010

**DATE ISSUED:** 7/16/2015

**LICENSE NO:** BL-004166

**LOCATION:** 340 JORDAN ROAD  
(If in the city limits)  
SEDONA AZ 86336

The licensee named herein is authorized to do business at the above specified business location as:

**STI NETWORK INC**  
**MAGO CAFE**

THIS LICENSE IS VALID UNDER THE CONDITION THAT THE BUSINESS IS PROPERLY ZONED AND IN COMPLIANCE WITH ALL APPLICABLE LAWS.

***Each business license must be posted in a visible and prominent location or carried with the individual conducting business within the city limits.***

Please direct questions regarding this license to the City of Sedona Finance Services Department at [businesslicense@sedonaAZ.gov](mailto:businesslicense@sedonaAZ.gov) or call (928) 204-7185 to speak with a representative.

**BRC000376**

**EXHIBIT**

**L**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

FWHG IP HOLDINGS LLC,

Petitioner,

v.

BR CONSULTING, INC.

Registrant-Respondent

Cancellation No. 92061236

Mark: MAGO CAFÉ

Registration No. 3,810,357

Date of Issue: June 29, 2010

**RESPONSES TO PETITIONER'S  
FIRST SET OF REQUESTS FOR DOCUMENTS AND THINGS**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure and 37 C.F.R. § 2.120(a), Petitioner, FWHG IP Holdings LLC ("Petitioner" or "FWHG"), through its attorneys, hereby requests that Respondent, BR Consulting, Inc. ("Respondent" or "BR"), produce within thirty (30) days from the date of service hereof at the offices of Ladas & Parry, 224 South Michigan Avenue, Suite 1600, Chicago, IL 60604, or at another mutually agreeable location, and/or permit Petitioner, or someone acting on its behalf, to inspect and copy such of the following designated documents as are in Respondent's possession, custody or control.

**INSTRUCTIONS AND DEFINITIONS**

Petitioner adopts the Instructions and Definitions provided in "Petitioner's First Set Of Interrogatories" by reference, as if fully set forth herein.

**REQUESTS FOR DOCUMENTS AND THINGS**

Petitioner has been requested to produce the following documents and things:

1. All documents referring or relating to all sales of Respondent under the mark MAGO CAFÉ, within the last five (3) years.



22. For the last five (5) years, documents sufficient to show Respondent's advertising expenditures for goods or services in connection with Respondent's mark MAGO CAFÉ.

**Response: Respondent did not advertise the Mago Café operated by the licensee.**

23. All documents and things upon which Respondent intends to rely or place in evidence during the testimony periods of this proceeding.

**Response: See all documents produced by Respondent to date. Respondent may additionally rely on documents be produced by either party in the future.**

24. All documents and things which refer or relate to any licensing or prospective licensing of the trademark MAGO CAFÉ by the Respondent.

**Response: See answer to Interrogatory No. 1.**

25. All documents which refer or relate to Respondent's basis for its denial of abandonment in Respondent's Response to Petition for Cancellation filed on June 4, 2015.

**Response: See Initial Disclosure and answer to Interrogatory No. 1.**

**In addition, see Business License (Bates BRC000375); Certificate of Occupancy (Bates BRC000377); and Current and Previous Mago Café Photos (Bates BRC000035-56).**

26. All documents which refer or relate to Respondent's use, if any, of the mark MAGO CAFE. within three (3) years of the filing of the Petition for Cancellation.

**Response: See response to Request No. 25.**

27. Documents sufficient to show, by month and year, Respondent's use, if any, of the mark MAGO CAFÉ within three (3) years of the filing of the Petition for Cancellation.

**Response:** See response to Request No. 20.

28. All documents which Respondent may introduce into evidence within this proceeding referring or relating to the issue of non-abandonment of the mark MAGO CAFÉ.

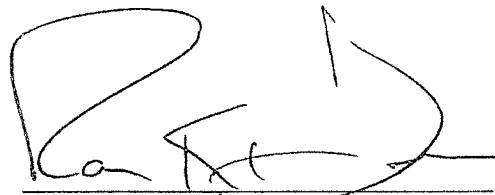
**Response:** See response to Request No. 23.

29. All documents not previously produced, but identified in response to PETITIONER'S FIRST SET OF INTERROGATORIES TO RESPONDENT or referred to for purposes of preparing a response to those Interrogatories.

**Response:** No further documents identified.

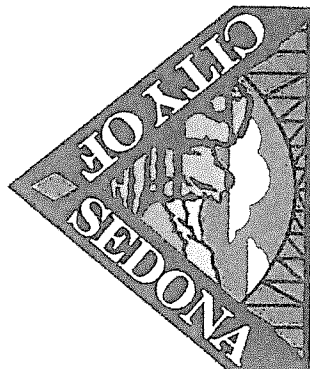
Dated this 9<sup>th</sup> day of September 2015.

By:



Ray K. Harris, Esq.  
Stacie K. Smith, Esq.  
Blake W. Atkinson, Esq.  
FENNEMORE CRAIG  
2394 East Camelback Road  
Suite 600  
Phoenix, AZ 85012  
Tel: (602) 916-5000  
Fax: (602) 619-5999  
email: [ip@fclaw.com](mailto:ip@fclaw.com)

Attorneys for Respondent



# Department of Community Development Certificate of Occupancy

102 Roadrunner Drive; Sedona, AZ 86336

[www.SedonaAZ.gov](http://www.SedonaAZ.gov)

Information: (928) 282-1154

This Certificate is issued pursuant to the requirements of the 2006 International Building Codes and certifies that at the time of final inspection, this building, or portion as described, was in compliance with the Ordinances of the City regulating Building construction and use.

***This Certificate must be posted at all times in a conspicuous location visible to the public.***

**Building Permit:** B-01458

**Issued to:** MAGO CAFE

**Date of Issue:** 7/31/2015

**Property Address:** 340 JORDAN ROAD

**Occupancy Group:** B & M

**Type of Construction:** VB

**Automatic Sprinklers:** YES

**Maximum Occupant Load:** 15

**Description of work:** Tenant Occupancy Permit/MAGO CAFE / 600 sq ft

**Conditions:** Must meet all requirements of the Sedona Fire District.

*Brian J. Parker*  
Plans Examiner

*A. J. J. J.*  
Department of Community Development  
Building Official

**EXHIBIT**

**M**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

FWHG IP HOLDINGS LLC,

Petitioner

v.

BR CONSULTING, INC.

Registrant-Respondent

Cancellation No. 92061236

Mark: MAGO CAFÉ

Registration No. 3,810,357

Date of Issue: June 29, 2010

Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202-3513  
Box: TTAB No Fee

**INITIAL DISCLOSURE STATEMENT**

Respondent, BR Consulting, Inc., submits the following initial disclosure pursuant to TBMP § 401.02 and Fed. R. Civ. P. 26(a).

**A. Individuals Likely to Have Discoverable Information**

1. Representative of Petitioner, FWHG IP Holdings LLC, with knowledge of:

- a. use of MAGO GRILL & CANTINA (Serial No. 86/155,433) or MAGO GRILL & CANTINA & Design (Serial No. 86/155,419) as a mark for restaurant and bar services and the target market (including targeted consumers and price points);
- b. any evidence of actual confusion with Respondent's MAGO CAFÉ mark; and

c. competitive uses of the word MAGO for related services.

2. Joy J. Kim, who has knowledge of the mark MAGO CAFÉ (Registration No. 3,810,357) and use of the mark by Respondent.

**B. Description of Documents and Things Applicant May Use to Support its Claims**

1. The prosecution history of U.S. Trademark Registration No. 3,810,357 for MAGO CAFÉ.

2. The contents of Petitioner's website.

3. The prosecution history of MAGO GRILL & CANTINA (Serial No. 86/155,433).

4. The prosecution history of MAGO GRILL & CANTINA & Design (Serial No. 86/155,419)

5. Sales records showing Respondent's operation under the MAGO CAFÉ mark will be produced subject to an appropriate protective order.

6. Sales records showing Petitioner's operation under the MAGO GRILL & CANTINA mark.

7. Photos or restaurant equipment used and intended to be used by Respondent for operation under the MAGO CAFÉ mark (BRC000001-3)

8. Liquor license issued June 6, 2008 (BRC000004)

9. Trade name certification for MAGO CAFÉ dated September 23, 2004 (BRC000005)

10. Lease Agreement dated April 1, 2015 (BRC000006-10)

**C. Computation of Damages**

Damages are not sought in this action.

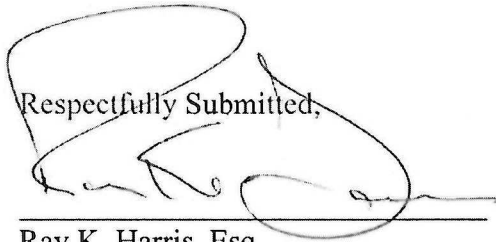
**D. Applicable Insurance**

None.

Dated this 24<sup>th</sup> day of July, 2015.

Respectfully Submitted,

By:



Ray K. Harris, Esq.  
FENNEMORE CRAIG  
2394 East Camelback Road  
Suite 600  
Phoenix, AZ 85012  
Tel: (602) 916-5000  
Fax: (602) 619-5999  
email: [ip@fclaw.com](mailto:ip@fclaw.com)

Attorneys for Respondent



BRC000001

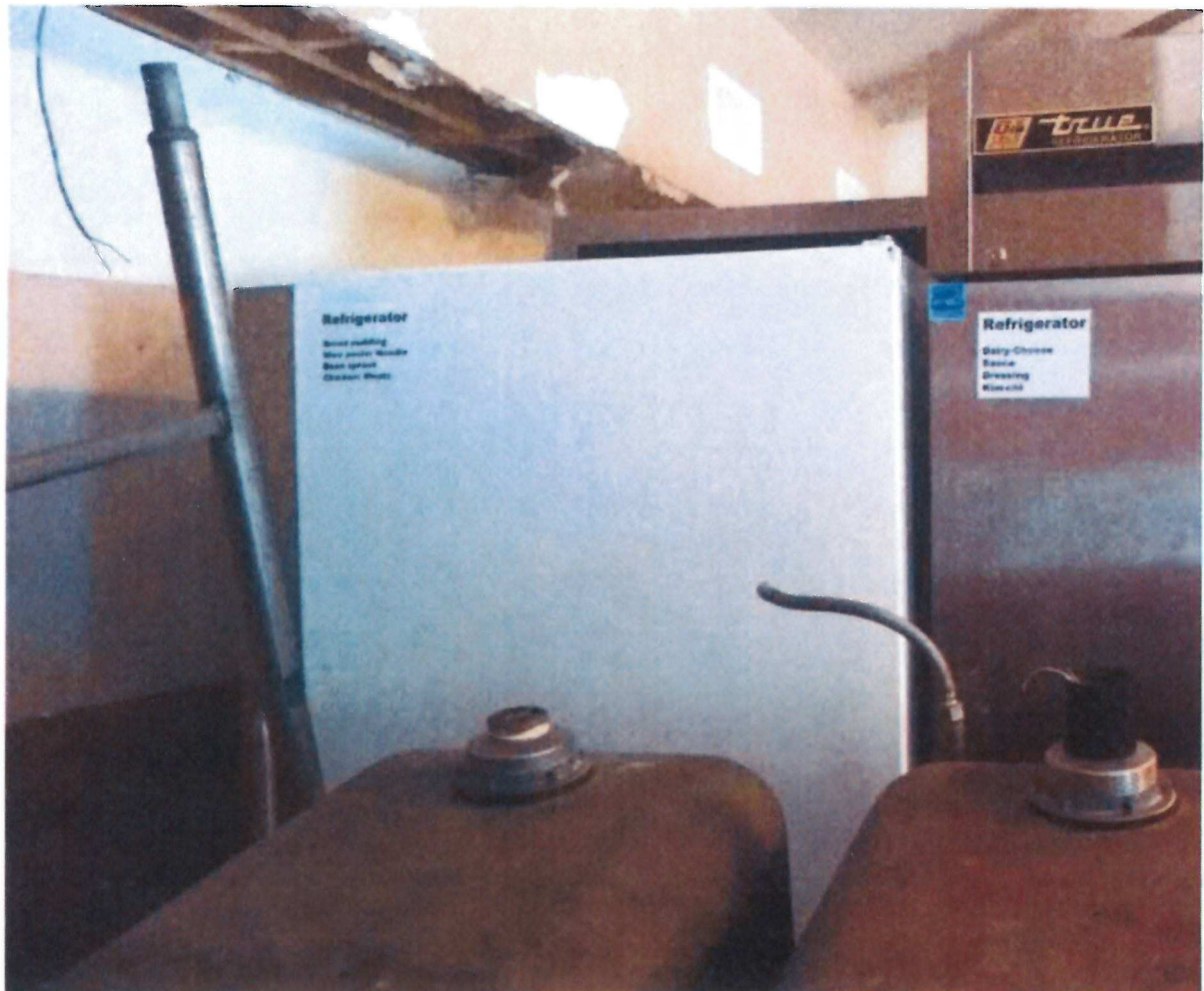




BRC000002

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Sign In



BRC000003